

# United States Treaties and Other International Agreements



VOLUME 19

IN SIX PARTS

Part 4

1968

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under the direction  
of the Secretary of State*

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

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

U. S. GOVERNMENT PRINTING OFFICE  
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## AUSTRIA

### Trade: Proposed Changes in Austrian Tax Rates on Certain Motor Vehicles

*Agreement effected by exchange of notes  
Signed at Geneva June 16 and July 4, 1967;  
Entered into force July 4, 1967.*

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*The Acting Director General, Delegation of Austria to the GATT  
Trade Negotiations, to the American Ambassador, Deputy Special  
Representative for Trade Negotiations*

LEITER DER ÖSTERREICHISCHEN DELEGATION  
FÜR DIE MULTILATERALEN HANDELSVERHANDLUNGEN  
DES GATT  
SEKTIONSLEITER RUDOLF REITERER

GENEVA, 16 June 1967

SIR,

I have the honour to inform you that upon request of the US-Delegation to the Trade Conference 1964-67 held under the auspices of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade the Austrian Government has submitted to Parliament a draft bill for substantial reduction of tax rates at present existing for motor vehicles with a cylinder capacity of more than 2.500 ccm. The Austrian Government has proposed to put this measure into effect at the latest at the time of the first stage of implementation of the tariff reduction resulting from the Kennedy-Round.

Subject to the approval of the Austrian Parliament the new schedule will read as follows:

Engine Cylinder Capacity (piston displacement) in Cubic Centimeters	Rate of vehicle tax
Up to 1.000	444. — Austrian Schilling
more than 1.000 up to 1.250	504. — "
more than 1.250 up to 1.500	600. — "
more than 1.500 up to 2.000	720. — "
more than 2.000 up to 2.500	816. — "
more than 2.500 up to 3.000	1. 200. — "
more than 3.000 up to 3.500	1. 500. — "
more than 3.500 up to 4.000	1. 800. — "
more than 4.000 up to 5.000	2. 400. — "
more than 5.000	2. 700. — "

Although it does not consider this measure as binding its autonomy in the field of internal taxation in the future, the Austrian Government declares that it is not its intention to change the relationship among the tax rates set forth above in such a manner that would increase the tax burden on vehicles with an engine cylinder capacity of more than 2.500 ccm in relation to the tax burden on vehicles with an engine cylinder capacity of not more than 2.500 ccm. If, however, such a change is deemed to be necessary and is in fact made, the Austrian Government shall enter into negotiations in accordance with the principles of GATT Article XXVIII.<sup>[1]</sup> In these negotiations, the Government of Austria shall offer to the United States Government compensatory tariff concessions. Failing satisfactory agreement on such compensatory concessions, the Government of the United States shall have the right to modify or to withdraw concessions of benefit to Austria.

Accept, Sir, the assurances of my high consideration.

RUDOLF REITTERER

Rudolf Reitterer  
Acting Director General

The Honourable W. MICHAEL BLUMENTHAL  
*Ambassador*  
*Deputy Special Representative*  
*for Trade Negotiations*  
*80, rue de Lausanne*  
*Geneva*

<sup>1</sup> TIAS 3930; 8 UST 1790.

*The Counselor for Economic Affairs, Delegation of the United States of America to the Sixth Round of GATT Trade Negotiations, to the Acting Director General, Delegation of Austria to the GATT Trade Negotiations*

DELEGATION OF THE UNITED STATES OF AMERICA  
TO THE  
SIXTH ROUND OF GATT TRADE NEGOTIATIONS  
GENEVA, SWITZERLAND

JULY 4, 1967

SIR,

I have the honor to acknowledge the receipt of your note of June 16, 1967, regarding the proposed changes in the Austrian tax rates on motor vehicles, which reads as follows:

"I have the honour to inform you that upon request of the US-Delegation to the Trade Conference 1964-67 held under the auspices of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade the Austrian Government has submitted to Parliament a draft bill for substantial reduction of tax rates at present existing for motor vehicles with a cylinder capacity of more than 2.500 ccm. The Austrian Government has proposed to put this measure into effect at the latest at the time of the first stage of implementation of the tariff reduction resulting from the Kennedy Round.

Subject to the approval of the Austrian Parliament the new schedule will read as follows:

Engine Cylinder Capacity (piston displacement) in Cubic Centimeters	Rate of vehicle tax
Up to 1.000	444. — Austrian Schilling
more than 1.000 up to 1.250	504. — "
more than 1.250 up to 1.500	600. — "
more than 1.500 up to 2.000	720. — "
more than 2.000 up to 2.500	816. — "
more than 2.500 up to 3.000	1. 200. — "
more than 3.000 up to 3.500	1. 500. — "
more than 3.500 up to 4.000	1. 800. — "
more than 4.000 up to 5.000	2. 400. — "
more than 5.000	2. 700. — "

Although it does not consider this measure as binding its autonomy in the field of internal taxation in the future, the Austrian Government declares that it is not its intention to change the relationship among the tax rates set forth above in such a manner that would increase the tax burden on vehicles with an engine

cylinder capacity of more than 2,500 ccm in relation to the tax burden on vehicles with an engine cylinder capacity of not more than 2,500 ccm. If, however, such a change is deemed to be necessary and is in fact made, the Austrian Government shall enter into negotiations in accordance with the principles of GATT Article XXVIII. In these negotiations, the Government of Austria shall offer to the United States Government compensatory tariff concessions. Failing satisfactory agreement on such compensatory concessions, the Government of the United States shall have the right to modify or to withdraw concessions of benefit to Austria."

Your assurances in this matter are appreciated and are being made a part of the record of the bilateral understanding reached between our two Governments during the trade negotiations.

For the Ambassador,

JAMES H. LEWIS

James H. Lewis

*Counselor for Economic Affairs*

The Honorable RUDOLPH REITERER

*Acting Director General*

*Delegation of Austria to the  
GATT Trade Negotiations*

*3, rue Varembé  
Geneva*

**MULTILATERAL**  
**General Agreement on Tariffs and Trade**

*Protocol for the accession of Argentina to the agreement of  
October 30, 1947.*

*Done at Geneva June 30, 1967;  
Entered into force October 11, 1967.*

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PROTOCOL FOR THE ACCESSION OF ARGENTINA TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE D'ACCESSION DE L'ARGENTINE A  
L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

30 June 1967  
Geneva

PROTOCOL FOR THE ACCESSION OF ARGENTINA

The governments which are contracting parties to the General Agreement on Tariffs and Trade<sup>[1]</sup> (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community and the Government of the Argentine Republic (hereinafter referred to as "Argentina"),

HAVING regard to the results of the negotiations directed towards the accession of Argentina to the General Agreement,

HAVE through their representatives agreed as follows:

Part I - General

1. Argentina shall, upon entry into force of this Protocol pursuant to paragraph 6, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply provisionally and subject to this Protocol:

- (a) Parts I, III and IV of the General Agreement, and
- (b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied by Argentina shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment,<sup>[1]</sup> as rectified, amended or otherwise modified by such instruments as may have become at least partially effective on the day on which Argentina becomes a contracting party; provided that this does not mean that Argentina undertakes to apply a provision of any such instrument prior to the effectiveness of such provision pursuant to the terms of the instrument.
- (b) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement refer to the date of that Agreement, the applicable date in respect of Argentina shall be the date of this Protocol.

Part II - Schedule

3. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to Argentina.
4. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of each product which is the subject of a concession provided for in the schedule annexed to this Protocol shall be the date of this Protocol.

<sup>1</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

- (b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of the schedule annexed to this Protocol shall be the date of this Protocol.

Part III - Final Provisions

5. This Protocol shall be open for signature by Argentina until 1 July 1968. It shall also be open for signature by contracting parties and by the European Economic Community.

6. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by Argentina.<sup>[1]</sup>

7. Signature of this Protocol by Argentina shall constitute final action to become a party to each of the following instruments:

- (i) Protocol Amending Part I and Articles XXIX and XXX, Geneva, 10 March 1955;
- (ii) Fifth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 3 December 1955;
- (iii) Sixth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 11 April 1957;
- (iv) Seventh Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 30 November 1957;
- (v) Protocol Relating to the Negotiations for the Establishment of New Schedule III - Brazil, Geneva, 31 December 1958;
- (vi) Eighth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 18 February 1959; and
- (vii) Ninth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 17 August 1959.

8. Argentina, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession, with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

9. Argentina may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 8 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

10. This Protocol shall be deposited with the Director-General who shall promptly furnish a certified copy thereof and a notification of each signature thereto, pursuant to paragraph 5, to each contracting party, to the European Economic Community and to Argentina.

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<sup>1</sup> Argentina signed Sept. 11, 1967; the United States signed Sept. 22, 1967.

11. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[1]</sup>

Done at Geneva this thirtieth day of June one thousand, nine hundred and sixty-seven, in a single copy, in the English and French languages, except as otherwise specified with respect to the schedule annexed hereto, both texts being authentic.

#### PROTOCOLE D'ACCESSION DE L'ARGENTINE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne et le gouvernement de la République argentine (dénommé ci-après "l'Argentine"),

EU EGARD aux résultats des négociations menées en vue de l'accession de l'Argentine à l'Accord général,

SONT CONVENUS, par l'intermédiaire de leurs représentants, des dispositions suivantes:

##### Prmière Partie - Dispositions générales

1. A compter de la date à laquelle le présent Protocole entrera en vigueur conformément au paragraphe 6 ci-après, l'Argentine sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) les Parties I, III et IV de l'Accord général;
- b) la Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées par l'Argentine seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs au moins en partie à la date à laquelle l'Argentine deviendra partie contractante; toutefois, cette précision ne signifie pas que l'Argentine s'engage à appliquer une disposition figurant dans un tel instrument avant qu'elle soit devenue effective conformément aux clauses de l'instrument en question.

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<sup>1</sup> TS 993; 59 Stat. 1052.

- b) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général mentionnent la date dudit Accord, la date applicable en ce qui concerne l'Argentine sera la date du présent Protocole.

Deuxième Partie - Liste

3. La liste reproduite à l'annexe deviendra Liste de l'Argentine annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

4. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne chaque produit faisant l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.
- b) Dans le cas du paragraphe 6 a) de l'article II de l'Accord général qui mentionne la date dudit Accord, la date applicable en ce qui concerne la liste annexée au présent Protocole sera la date du présent Protocole.

Troisième Partie - Dispositions finales

5. Le présent Protocole sera ouvert à la signature de l'Argentine jusqu'au 1er juillet 1968. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

6. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par l'Argentine.

7. La signature du présent Protocole par l'Argentine constituera la mesure finale nécessaire pour que l'Argentine devienne partie à chacun des instruments suivants:

- 1) Protocole portant amendement de la Partie I et des articles XXIX et XXX, Genève, 10 mars 1955;
- ii) Cinquième Protocole de rectification et de modification des Listes, Genève, 3 décembre 1955;
- iii) Sixième Protocole de rectification et de modification des Listes, Genève, 11 avril 1957;
- iv) Septième Protocole de rectification et de modification des Listes, Genève, 30 novembre 1957;
- v) Protocole concernant les négociations en vue de l'établissement d'une nouvelle Liste III - Brésil, Genève, 31 décembre 1958;
- vi) Huitième Protocole de rectification et de modification des Listes, Genève, 18 février 1959; et
- vii) Neuvième Protocole de rectification et de modification des Listes, Genève, 17 août 1959.

8. L'Argentine, étant devenue partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourra accéder audit Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accès auprès du Directeur général. L'accès prendra effet à la date à laquelle l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accès si cette date est postérieure à la première. L'accès à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

9. L'Argentine pourra, avant son accession à l'Accord général conformément aux dispositions du paragraphe 8, dénoncer son application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

10. Le présent Protocole sera déposé auprès du Directeur général, qui remettra sans retard à chaque partie contractante, à la Communauté économique européenne et à l'Argentine une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole conformément au paragraphe 5.

11. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le trente juin neuf cent soixante-sept, en un seul exemplaire, en langues française et anglaise, sauf autre disposition stipulée pour la liste ci-annexée, les deux textes faisant également foi.

ANNEXSCHEDULE LXIV - ARGENTINA

This schedule is authentic only in the English language

PART IMost-Favoured-Nation Tariff

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
01.01.00.11	Live pedigree horses, excluding pure-bred race horses	%	%
01.02.00.01	Live pedigree animals of the bovine species, excluding dairy cattle	5	5
01.02.00.02	Live pedigree bovine animals, dairy cattle	5	5
01.02.00.40	Live pedigree zebras	5	5
01.03.00.01	Live pedigree swine	5	5
01.04.00.01	Live pedigree sheep	5	5
01.04.00.41	Live pedigree goats	10	5
01.05.00.01	Live pedigree cocks and hens, gallinaceae, meleagridae and palmipeds	5	5
01.06.02.01	Pedigree queen bees	30	5
01.06.02.02	Pedigree rabbits	10	5
01.06.02.05	Pedigree mink	10	5
01.06.02.06	Animals for laboratories or for scientific research	30	5
01.06.02.09	Pedigree chinchillas	30	5
03.01.00.01	Fish for breeding, excluding ornamental fish	20	5
03.02.00.01	Fresh codfish, whole, and other similar fish, semi-processed, salted with humidity of no less than 45%, for manufacture in drying and salting factories	50	40
03.02.00.30	Codfish in other forms	175	60

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
04.02.02.01	Milk whey, demineralized, in powder form, containing not less than 76% added lactose (green whey, demineralized)	70	70
04.05.00.01	Eggs for breeding (of pedigree birds)	5	5
05.15.00.01	Fish eggs for breeding	220	50
05.15.00.20	Semen of pedigree horses	220	50
05.15.00.21	Semen of pedigree bovine cattle and zebus	5	5
05.15.00.30	Semen of pedigree sheep	220	50
05.15.00.50	Semen of other pedigree animals	220	50
06.01.00.00	Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, dormant, in growth or in flower	20	20
08.13.00.00	Peel of melons and citrus fruit, fresh, frozen, dried or provisionally preserved in brine, in sulphur water or in other preservative solutions	220	110
10.05.00.01	Maize for sowing	20	5
10.07.00.30	Grain sorghum for sowing	20	5
12.03.00.01	Sugarbeet seed	free	free
12.03.00.10	Fodder seeds	20	5
12.03.00.20	Herbage and lawn seeds	20	5
12.03.00.30	Seeds for horticulture	20	5
12.03.00.99	Other seeds, fruit and spores, n.e.s., for sowing	20	20
ex 12.07.00.99	Aaroba (Andina Araroba Agiar); Qubé (barbascos) A. C. Smith; cumaru (Tonca bean) dipteryx odorata (Auble) Willd; guaraná (Paullinia cupana) H.B.K; jalap bindweed (Exogonium purga) (Wend) Benth; jaborandi		

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
Ex 12.07.00.99 (continued)	Pilocarpus - jaborandi Holmes, Polygala-Polygala Senega L, rhubarb (Rheum officinale) H. Boillou; tamarind (Tamarindus indica L); timbó (Lonchocarpus urucú) Kill and Smith	35	30
13.03.01.02	Cape aloes and socotrine aloes	30	20
15.05.00.01	Lanolin (purest anhydrous Lanolin)	130	120
15.05.00.99	Other (lanolins) n.s.m.	220	120
17.02.00.41	Lactose, in accordance with pharmacopeia	25	30
17.02.00.60	Other lactose	35	40
17.04.00.00	Sugar confectionery not containing cocoa	325	140
18.06.00.00	Chocolate and other food preparations containing cocoa	325	130
Ex 19.07.00.00	Crispbread (Knäckebröd)	220	110
21.07.00.00	Food preparations not elsewhere specified or included	220	120
22.09.00.01	Malt whisky, in casks, of an alcoholic strength exceeding 50° centesimal, containing not less than 1.5 grammes of higher alcohol and 0.02 grammes of furfural per litre, calculated in ratio to the absolute alcohol content; for use exclusively as raw material for the manufacture of alcoholic beverages containing not less than 50% of Argentine-produced ethyl alcohol, measured in ratio to the absolute content of the final product	50	50

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
22.09.00.10	Whisky	235	140
24.01.00.01	Leaf tobacco, of the types: Havana, Java, Sumatra, Florida and Connecticut (wrapper and binder)	50	50
24.01.00.02	Oriental leaf tobacco, of the Xhanti and Samos types	50	50
25.07.00.21	Kaolin	50	50
25.12.00.01	Filtering earths (siliceous fossil earths)	45	50
25.19.00.50	Calcined magnesite	60	60
27.01.01.00	Pit coal	25	30
27.07.00.33	Heavy coal tar oils	30	30
27.07.00.34	Phenolic products, crude, containing phenols, cresols, xylenols and their higher homologues, including mixtures thereof	55	60
27.10.06.03	Non-fluid lubricating oils, belonging to types A-00000, A-000000, K-XXXXX, and synonyms	50	50
27.10.06.51	Base oils	25	30
28.03.00.00	Carbon, including carbon black, anthracene black, acetylene black and lamp black	45	50
28.17.02.02	Potassium hydroxide, other than pure	70	70
28.42.02.06	Magnesium carbonate	190	120

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
28.47.00.05	Sodium dichromate	25	10
28.56.02.10	Silicon carbide, other grains, not specified	45	50
28.57.00.99	Other hydrides, nitrides, silicides and borides, n.s.m.	45	50
29.01.01.00	Styrene	55	60
29.04.04.99	Other poly-alcohols, n.s.m.	70	70
29.13.06.07	17-alpha-methyl-17-beta-hydroxyl-1,4-androstadiene-3-one	20	20
29.14.01.99	Other saturated acyclic monoacids, and their anhydrides, acid halides, acid peroxides and peracids, and their halogenated, sulphonated, nitrated or nitrosated derivatives and mixtures, n.s.m.	30	30
29.15.01.22	Malonic acid, and salts and esters thereof	20	20
29.16.01.58	Calcium glycolactobionate	20	20
29.23.01.18	1-(4-hydroxyphenyl)-2-methylaminoethanol, and salts thereof	20	20
29.23.05.01	Glycocol, its salts, esters and derivatives	20	20
29.23.05.04	Orthoaminobenzoic acid esters and derivatives	20	20

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.23.05.99	Other amino-acids, their salts, esters and derivatives n.s.m.	20	20
29.25.01.11	N-(alpha,alpha-dimethyl-beta-(p-chlorophenyl)-ethyl)ethylcarbamic ester (Chlorphenetermine) (ethyl carbamate)	20	20
29.25.01.25	2-(N-crotonylethylamino)-butyrdimethylamide	20	20
29.25.01.26	2-(N-crotonyl-n-propylamino)-n-butyldimethylamide	20	20
29.25.01.28	Glutamic acid 5-amide (l and d-l glutamines)	20	20
29.25.03.01	Acetoacetanilide	30	20
29.25.03.25	Dinitro-o-toluamide	20	20
29.26.01.02	Alpha-phenyl-ethyl-glutamic acid imide	20	20
29.35.07.06	2-(1-naphtyl-methyl)-imidazoline (Naphazolin and synonyms), and salts thereof	20	20
29.35.07.07	2-(4'-tert-butyl-2', 6'dimethyl-phenylmethyl)-imidazoline (Otrivin and synonyms), and salts thereof	20	20
29.35.07.09	2-(N-phenyl-N-benzylaminomethyl)-2-imidazoline (Antazolin and synonyms), and salts thereof	20	20
29.35.08.02	1,5-dimethyl-2-phenyl-3-pyrazolone (Antipyrine and synonyms), and salts thereof	20	20

SCHEDULE LXIV — ARGENTINAPART I — (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.35.08.07	1,2-diphenyl-3,5-dioxo-4-N-butyl-pyrazolidine (Phenylbutazone and synonyms), and salts thereof	20	20
29.35.08.08	1-phenyl-2-p-hydroxyphenyl-3,5-dioxo-N-butylpyrazolidine and its hydrate (p-hydroxy-phenyl-butazone and its hydrate) (Tanderil and synonyms)	20	20
29.35.08.09	1,2-diphenyl-4-(2-phenylsulphinylethyl)-3,5-pyrazolidinadone (Anturan and synonyms)	20	20
29.35.08.10	Novamine-sulphone	20	20
29.35.08.30	Pyrazolone and other derivatives	20	20
29.35.08.99	Other pyrazole derivatives, n.s.m.	20	20
29.35.15.15	1,1-diphenyl-3-piperidino-1-propanol (Tussukal and synonyms), and salts thereof	20	20
29.35.15.24	2-(benzyl-(2-dimethylaminoethyl)-amino)-pyridine (Pyribenzamide or Tripelennamide and synonyms)	20	20
29.35.15.26	Methyl ester of alpha-phenyl-2-pyridine-acetic acid (Ritalin and synonyms), and salts thereof	20	20
29.35.15.39	Pyridine-3-carboxylic acid diethylamide (Niketamide)	20	20
29.35.26.08	(1-p-chlorobenzoyl)-2-methyl-5-methoxyindyl-3-acetic acid (Indometazine)	20	20
29.35.27.99	Other quinoline derivatives, n.s.m.	20	20
29.35.35.01	5-chlorobenzoxazolidone (Chlorzaxone and synonyms)	20	20
29.35.40.07	4-(3-5 H-dibenzo-(b,f)-azepine-5-yl)-propyl-1-(2-hydroxyethyl)-piperazine (Insidon and synonyms), and salts thereof	20	20

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.35.40.08	5-carbamoyl-5H-dibenzo-(b,f)-azepine	20	20
29.35.40.99	Other azepine derivatives, n.s.m.	20	20
29.35.41.01	1, 2, 3, 9, 10-hexahydro-6-methoxy-11-methyl-4H-10, 4-iminoethane-phenantrene (Dextrometorphane and synonyms), and salts thereof	20	20
29.35.42.04	(2-(octahydro-1-azocinyl)-ethyl)-guanidine (Guanetidine and synonyms), and salts thereof	20	20
29.35.42.06	1-hydrazinophthalazine (Apresoline and synonyms), and salts thereof	20	20
29.35.43.99	Other nucleinic acids, n.s.m.	20	20
29.38.04.00	Vitamins "E" and their compounds of identical activity	20	40
29.38.06.01	Vitamin "B1" and its compounds of identical activity	20	40
29.38.06.02	Vitamin "B2" and its compounds of identical activity	20	40
29.38.06.03	Dextro-alpha-gamma-dihydroxy-N-(3-hydroxy-propyl)-beta-beta dimethylbutylamine (Panthenol), its derivatives and compounds of identical activity	20	40
29.38.06.10	Vitamin "B6", its derivatives and compounds of identical activity	20	40

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.38.06.15	Spent antibiotic liquor concentrate, containing approximately .18 grams total solids per 100 cm <sup>3</sup> , with a cobalamin activity (expressed as Vitamin "B12") of 700 to 800 mg per 100 cm <sup>3</sup>	20	40
29.38.08.00	Vitamin "H" and its compounds of identical activity	20	20
29.39.06.22	16-beta-methylprednisone, or (16-beta-methyl-17-alpha-21-dihydroxy-3,11,20-trione) - predna-1,4-diene (Deltisone B and synonyms)	20	20
29.39.06.28	9-alpha-Fluoro-16-alpha-hydroxy-prednisolone (Triamcinolone and synonyms)	20	20
29.39.06.30	9-alpha-Fluoro-11-beta-dihydroxy-16-alpha-17-alpha-isopropylidene dioxy-pregna-1,4-diene-3,20-dione (Triamcinolone acetonide)	20	20
29.39.06.31	9-alpha-fluoro-16-alpha-methylprednisolone-21-disodium phosphate (Dexamethasone phosphate)	20	20
29.39.06.32	Prednisolone trimethylacetate	20	20
29.39.06.37	11-beta-17-beta-dihydroxy-9-alpha-fluoro-17-alpha-methylandrost-4-en-3-one	20	20
29.39.06.44	(o-alpha-fluoro-11-beta-21-dihydroxy-16-beta-methyl-3,20-dione)-pregna-1,4-diene-17-valerate or 17-pentanoate (Butametasone valerate)	20	20

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.40.00.99	Other enzymes, n.s.m.	65	70
29.41.00.02	Digitalins	20	20
29.42.02.01	Quinine	20	20
29.44.02.03	Dimethyl-chlortetracycline (Leder-mycin and synonyms)	20	40
29.44.08.00	Erythromycin, its salts, derivatives and compounds	20	40
29.44.10.20	Kanamycin and its salts, derivatives and compounds	20	40
29.44.10.30	Novobiocin, its salts, derivatives and compounds	20	40
29.44.10.53	Colistin or Colimycin	20	40
29.44.10.54	Cycloserine or Serocycline and synonyms	20	40
30.02.02.02	Newcastle disease vaccine	20	20
30.03.01.52	The following chemotherapeutic preparations:  - 4-tert-butyl-2-chlorophenyl-methylphosphoramidate in 92% concentration, or 4-tert-butyl-2-chlorophenyl-methyl-methylphosphoramidate in 92% concentration	20	20

MODULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
30.03.01.52 (continued)	<ul style="list-style-type: none"> <li>- Iron-sorbitol-citric acid complex, dextrin-stabilized, of an average molecular weight approximating 3400 (Yectafer and synonyms)</li> <li>- Mixture of 3,6 diamino-10 methylacridine chloride with 3,6-diaminoacridine monohydrochloride</li> <li>- O,O-dimethyl-2,4,5-trichlorophenyl-phosphorothionate, in concentrations of not less than 60% (Nankor and synonyms)</li> </ul>	20	20
30.03.01.71	Lyophilized products with a gamma-globulin and histamine dihydrochloride base	20	20
30.03.03.48	Gamma-globulin derived from the immune serum of veinous human blood	20	20
32.05.02.99	Other optical bleaching agents, n.s.m.	70	70
37.01.00.01	X-ray plates	50	50
37.02.00.02	Radiography films prepared for immediate use	50	50
37.02.00.20	Photographic films, for colour photography and instant development kits	50	50
37.02.00.50	Polychrome films for cinematography	5	5

SCHEDULE XIV - ARGENTINA  
PART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
38.09.01.01	Tars	70	70
38.09.01.30	Tar oils	55	60
39.03.02.19	Carboximethyl cellulose and its salts	220	100
47.01.03.99	Other chemical wood pulps for dissolution, n.s.m.	55	60
48.01.02.01	Heavy paper watermarked with lines for the printing of books, magazines, newspapers and pamphlets of general interest	20	20
48.01.02.05	Paper for illustrations, watermarked with lines for the printing of books, magazines, newspapers and pamphlets of general interest	20	20
48.01.02.06	Airmail paper with watermark	160	100
48.01.05.05	Manila paper for the manufacture of sand- or emery-paper	70	70
48.01.05.07	Paper for transparency drawing	160	130
48.01.05.08	Drawing paper, of the INGRES and WATTMANN types	160	130
48.01.05.11	Special paper for the manufacture of cards and/or tapes for punching, for use in statistical, accounting and similar machines	80	80

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
48.07.02.01	Printed Kraft paper with waterproof coatings, for use as milk containers	70	70
48.07.02.04	Baryta-coated paper and cardboard for photographic use	70	70
48.07.02.05	Thermo-sensitive paper for electronic copying machines	90	90
48.07.02.06	Bakelite-coated paperboard for use in printing	80	80
48.15.00.03	Paper of a width of not more than 2 cm., for the manufacture of matches	70	70
51.01.01.01	Polyamide fibres, for use in the textile industry	160	110
51.04.01.01	Cord fabrics (of synthetic fibres)	200	120
51.04.02.01	Cord fabrics (of artificial fibres)	200	120
59.05.00.01	Fishing nets	70	70
59.07.00.01	Tracing cloth	150	120
68.04.00.02	Emery stones of aluminium oxide and/or silicon carbide, of a diameter of more than 950 mm; diamond stones or those with a rubber backing, of any dimension; those for the manufacture of razor blades from grain No. 280 and finer; those spiked up to (continues)	80	80

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
68.04.00.02 (continued)	2.75 mm, and those for grinding machines of Reishaner type and similar	80	80
70.03.00.99	Other glass, in balls, rods and tubes, n.s.m.	70	70
73.01.02.01	Phosphoric pig-iron (crude)	25	30
73.01.02.02	Haematite pig-iron (crude)	25	30
73.02.02.03	Ferro-molybdenum	130	70
73.03.00.00	Scrap and waste metal of iron and steel	50	50
73.07.01.01	(Blooms and billets) containing less than 0.25 per cent of carbon	40	40
73.07.02.01	(Slabs and sheet bars) containing less than 0.25 per cent of carbon	40	40
73.09.00.00	Universal plates of iron or steel	50	50
73.10.02.60	Other bars and rods (including wire-rod) containing more than 0.25 per cent of carbon, not worked, n.s.m.	50	50

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.11.01.02	(Angles, shapes and sections of 80 mm or more; sheet piling) containing not more than 0.25 per cent of carbon, of I or H shaped wide flanged cross-section, Grey or similar types, of a length of 140 mm or more	50	50
73.11.01.40	Other angles, shapes and sections, containing not more than 0.25 per cent of carbon, not worked, n.s.m.	50	50
73.11.02.80	Other angles, shapes and sections, containing more than 0.25 per cent of carbon, not worked, n.s.m.	50	50
73.13.01.01	(Sheets and plates, of iron or steel, of a thickness of more than 4.75 mm), plain, containing not more than 0.40 per cent of carbon, not worked	50	50
73.13.02.01	(Other than tinned, of a thickness of not less than 3 mm but not more than 4.75 mm), plain, containing not more than 0.40 per cent of carbon, not worked	50	50
73.13.04.99	Other (tinned, wrought, lithographed, etc.)	215	120
73.15.03.01	Blooms and billets of high carbon steel	80	80

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.15.04.01	Blooms and billets of special steels	80	80
73.15.10.02	Bars and rods (including wire-rod) with circular or square cross-section, not worked, grade SAE 3115/3140 -4017/4042-4118/4142 - 5120/5140 -8615/8641 and similar substitutable articles of other standards	95	100
73.15.25.02	Wire of high carbon steel, tempered and annealed, for the manufacture of springs for valves and clutches (A.S.T.M.A. 230/47)	80	80
73.15.26.04	Wire of special steel for the manufacture of electrical resistance coils	75	80
73.18.02.01	Tubes and pipes, of iron or carbon steel, hot rolled, of the following sizes: (1) Round cross-section (a) of an external diameter of more than 219.1 mm but not more than 280 mm and of a thickness of more than 12 mm (b) of an external diameter of more than 280 mm but not more than 330 mm and of a thickness of more than 10 mm (c) of an external diameter of more than 330 mm and of a thickness of 9.5 mm or more (2) Square cross-section with rounded external and internal angles, of an external side length of more than 170 mm and of a thickness of more than 12 mm	50	50

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.20.00.02	Fittings of soft or hammered iron or of malleable iron, of an external diameter of more than 50.8 mm (referring to the external diameter of the pipe); seamless couplings of rolled iron or steel, of an external diameter of more than 219.1 mm, and fittings of rolled iron or steel for welding pipes of an external diameter of more than 609.6 mm	50	90
73.20.00.99	Other, n.s.m.	120	100
ex 73.24.00.00	Compressed gas cylinders and similar pressure containers, of iron or steel, for oxygen	205	100
73.32.00.00	Bolts and nuts (including bolt ends and screw studs), whether or not threaded or tapped, and screws (including screw hooks and screw rings), of iron or steel; rivets, cotters, cotter-pins, washers and spring washers, of iron or steel	220	130
73.40.04.99	Other articles, n.s.m.	220	110
74.01.04.99	(Refined copper) Others, n.s.m.	185	80
75.03.01.01	Plates, sheets, strip and foil of pure nickel	35	30
75.03.02.01	(Powders and flakes) of pure nickel	35	40
75.05.00.00	Electro-plating anodes, of nickel, wrought or unwrought, including those produced by electrolysis	35	30
76.01.02.02	Aluminium pellets	80	80
76.01.02.99	Other (unwrought aluminium, excluding that of a purity of 99.5 per cent or more and granules)	185	70

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
82.05.01.00	Machine dies	50	50
82.05.02.99	Other drills, augers and other tools for drilling or sowing, n.s.m.	95	80
83.02.00.99	Other (excluding hinges for spectacles)	165	90
84.05.00.01	Steam engines (piston-valve engines)	75	80
84.05.00.02	Steam turbines	75	50
84.05.02.90	Other parts for engines of automobiles or motorcycles, n.s.m.	175	120
84.06.02.99	Other parts for other engines, n.s.m.	95	100
84.07.00.90	Other hydraulic machines and engines, n.s.m.	75	80
84.08.02.01	Gas turbines, other than for aircraft	75	80
84.08.02.99	Parts	95	90
84.10.00.90	Others (pumps, motor-pumps and turbo-pumps), n.s.m.	210	90
84.10.00.99	Parts (for pumps, motor-pumps and turbo-pumps)	210	90
84.11.02.06	Air compressors and motor-compressors, stationary, dry piston, with carbon rim and connecting-rod and cross-head	75	80

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
84.11.02.50	Other ammonia or freon-gas refrigerating compressors, whether or not single-stage, n.s.m.	75	80
84.11.02.99	Parts	95	90
84.11.03.99	Parts, other than those falling within heading No. 84.11.03.02	95	90
84.14.00.09	Ovens and furnaces for heat treatment of metals, whether or not continuous; gaseous cementation and carbonization ovens and furnaces with their control panels and controlled atmosphere generating units, whether or not continuous, automatic, for tempering and annealing	75	80
84.15.01.90	Others (refrigerators and refrigerating equipment), n.s.m.	75	80
84.17.01.01	Autoclaves and similar indirect heating plant and machinery with double walls or bottoms, with glazed or enamelled internal surface and galvanized or nickel-plated rotaries, etc.	75	80
84.17.01.02	Plate heat exchange units	75	80
84.17.01.10	Centrifugal pasteurisers for cream or milk	75	80

SCHEDULE LXIV - ARGENTINAPart I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.17.01.52	Atomizing and spray dryers	75	80
84.17.01.53	Centrifugal evaporators	75	80
ex 84.17.Q.90	(Others) Continuous digestors	175	90
84.17.01.99	Parts	95	90
84.18.01.03	Hermetic cream separators and centrifugal clarifiers for milk	75	80
84.19.00.90	Other items falling within the heading, n.s.m.	75	80
84.22.00.02	Friction hoisting machines with a lifting power of more than 3,000 kg	75	80
84.22.00.99	Parts	95	90
84.23.00.10	Other well sinking and boring machines, n.s.m.	75	80
84.23.00.21	Bulldozers, of more than 120 HP	75	80
84.23.00.80	Other machines falling within the heading, n.s.m.	75	80
84.23.00.99	Other parts n.s.m.	95	90
84.28.00.07	Automatic presses and continuous mixers for the preparation of "pellets" or cubes of balanced feeding stuffs, of a capacity of more than 5,000 kg per hour	75	80
84.29.00.01	Milling rolls	75	80

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.30.04.90	Other machinery used in the manufacture of cocoa and chocolate confectionery, n.s.m.	75	80
84.30.08.02	Complete units of sugar milling machinery for sugar cane	75	80
84.30.09.99	Parts of machinery for the brewery industry	95	90
84.31.00.50	Other machinery for making or finishing cellulosic pulp, paper or paperboard, n.s.m.	75	80
84.31.00.99	Parts	95	90
84.35.00.90	Other machines falling within the heading, n.s.m.	175	80
84.36.01.00	Machines for extruding continuous or discontinuous man-made textile fibres	75	50
84.36.03.03	Cards	75	80
84.36.03.04	Draw-boxes, gill boxes	75	80
84.36.03.05	Combing machines	75	80
84.36.03.06	Drawing frames and roving frames	75	80
84.36.03.99	Other items falling within the heading, n.s.m.	75	80
84.36.04.01	Spinning machines	75	80

SCHEDULE LXIV - ARGENTINA

## PART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
84.36.05.01	Weft winders	75	80
84.36.05.99	Other reeling machines	75	80
84.37.02.99	Weaving machines, other than shuttle weaving machines	75	50
84.37.03.01	Knitting machines, rectilinear, for domestic use	175	140
84.38.02.99	Other parts n.s.m.	95	90
84.40.01.40	Drying machines	75	80
84.40.01.50	Dressing and finishing machines	75	80
84.45.02.01	Bench or post drilling and/or boring machines, taper and single pulley, and vertical, horizontal and/or angular with one or more single or multi-spindle head of any type, touch-operated, mechanical, hydraulic, oleo-pneumatic and/or electrical feed and in any combinations thereof with semi-automatic or automatic cycles of the head or of the table, with a maximum drilling capacity of 5 mm, a minimum speed of not less than 3,000 r.p.m. (revolutions per minute) and a maximum speed exceeding 8,000 r.p.m., these three specifications being obligatory	75	80
84.45.03.99	Other broaching machines, n.s.m.	75	80
84.45.04.60	Other gear cutting machines, n.s.m.	75	80

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
84.45.05.50	Other milling machines, n.s.m.	75	80
ex 84.45.07.70	(Other grinding machines) Thread grinding machines, grinding machines for gears and Moore type co-ordinators	75	50
84.45.09.14	Turret lathes with automatic programming of working operations, including variation of feed and/or speed	75	80
84.45.09.80	Other lathes, n.s.m.	75	80
84.45.10.99	Other machines whose function is to remove metal or metallic carbides, n.s.m.	75	80
84.45.13.37	Eccentric shaft presses with double action	75	80
84.45.13.70	Other presses for metal working, n.s.m.	75	80
84.45.14.30	Other wire-drawing machines, n.s.m.	75	80
84.47.03.30	Other paring machines, n.s.m.	120	90
84.49.00.32	Portable saws with motor for cutting trees of a diameter of more than 600 mm	75	50

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.52.00.01	Electric cash registers working to more than two totals and having a visible indicator, with or without ticket-issuing device	%	%
84.55.00.70	Other parts and accessories for machines falling within heading No. 84.53	50	70
84.56.02.99	Other machinery for crushing, grinding or pulverizing, n.s.m.	95	100
84.56.03.99	Other machinery for mixing or kneading, n.s.m.	75	80
84.56.04.99	Other machinery for agglomerating, moulding or shaping, n.s.m.	75	80
84.56.05.00	Parts	95	90
84.57.02.00	Glass working machines (other than machines for working glass in the cold)	75	80
84.57.03.00	Machines for assembling electric, electronic and similar lamps, valves or tubes, n.s.m.	75	80
84.59.03.01	Presses for moulding by compression and/or transfer, up to a pressure of 1,000 tons	175	90

SCHEDULE LXIV - ARGENTINEPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
84.59.03.90	Other machinery and mechanical appliances for the artificial plastics, rubber or similar industries, n.s.m.	75	80
84.59.03.99	Parts	95	90
84.59.09.01	Machinery and mechanical appliances for the tobacco industry	75	80
84.59.11.21	Machinery for winding flexible cables and pipes, used for reeling cables and cordage of textile or metal yarn, electric cables, lead pipes, etc.	75	80
84.60.00.02	Moulds used in machinery for industrial processing	50	50
84.61.01.01	Valves for aerosols	95	100
84.62.00.02	Roller bearings	140	110
84.62.00.04	Thrust bearings, whether or not armoured	140	110
84.62.00.40	Other steel balls, n.s.m.	75	80
84.62.00.99	Other parts, n.s.m.	140	110

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.63.01.01	Crank shafts for automobile engines	175	110
84.63.01.02	Cam shafts for automobile engines	175	110
84.63.01.99	Other transmission shafts and cranks n.s.m.	95	100
84.63.03.99	Other (gears and gearing, including friction gears) n.s.m.	200	110
84.63.04.99	Other gears and gearing n.s.m.	95	100
84.63.07.00	Clutches	95	100
85.01.00.13	Instrument transformers (potential or current transformers), of more than 70 KV	75	80
85.04.00.01	Alkaline accumulators	210	100
85.04.00.99	Other parts for accumulators	70	70
85.08.00.21	Sparkling plugs and glow plugs	175	120
85.08.00.90	Other items within this heading n.s.m.	175	120
85.08.00.99	Parts	175	120
85.09.00.01	Head lamps and sealed beam lamps	175	120

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
		%	%
85.11.00.30	Other furnaces, ovens and apparatus for heat-treatment, n.s.m.	75	80
85.11.00.99	Parts	95	90
85.13.01.01	Telephone sets	220	140
85.15.01.99	Parts of television receivers, whether or not combined with gramophone or radio	175	140
85.15.02.99	Parts of radio receivers, whether or not combined with gramophone	175	140
85.15.03.02	Radiotelegraphic and radiotelephonic transmission and reception apparatus, of frequencies up to 300 megacycles	160	140
85.18.01.10	Fixed electrical capacitors, of ceramics	175	120
85.18.01.90	Fixed electrical capacitors, other, n.s.m.	175	120
85.19.01.01	Switches for making and breaking electrical circuits in air or in a gaseous medium, of a net weight of not more than 20 kgs.	220	120

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.19.01.03	Switches for making or breaking electrical circuits in air, in a gaseous medium, or in insulating liquid, for alternating current, of a net weight of more than 1,500 kgs. or a nominal voltage of more than 40 KV	95	100
85.19.01.04	Switches of more than 20 kgs. net weight for making or breaking electrical circuits in air or in a gaseous medium, for direct current, of a voltage of more than 440 volts and a circuit power of more than 35,000 amperes and more than 2,500 amperes of nominal current	95	100
85.19.01.30	Connectors for alternating current of not more than 600 amperes and for direct current of not more than 40 amperes and for a nominal voltage of not more than 500 volts	220	120
85.19.01.31	Connectors for alternating current of more than 600 amperes and for direct current of more than 40 amperes and more than 500 volts	95	100
85.19.01.50	Isolating switches, other, n.s.m.	220	120
85.19.01.60	Changeover switches, other, n.s.m.	220	120
85.19.03.01	Plugs, sockets and other contacts	220	130
85.19.03.10	Other contacts, n.s.m.	220	130
85.19.03.99	Other apparatus for making connexions to or in electrical circuits	220	130
ex 85.19.04.40	Electrolytic resistors of more than 2 W	175	110

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.19.04.41	Resistors known as potentiometers	225	120
85.20.01.01	Filament lamps, for automobile vehicles, lanterns, radio dials and bicycles, with bulbs of a diameter of less than 6 mm or more than 28 mm; tubular lamps for automobiles of less than 31 mm or more than 44 mm in length (tolerance of 1 mm above or below the parameters indicated)	80	80
85.20.01.09	Garlands of lamps for Christmas trees, and replacement lamps therefor	80	80
85.20.01.99	Parts for filament lamps	75	80
85.23.00.03	(Electric wire, cable, etc.) with a covering of insulating material such as rubber, cotton, silk, paper, glass, plastic materials, etc., other than those with a metal sheath	220	120
85.24.03.00	Battery carbons	70	70
85.24.05.00	Carbon electrodes for furnaces	70	70
85.24.07.00	Carbon electrodes for electrolysis equipment	70	70
85.26.00.06	Bodies for sparking plugs and glow plugs, not fitted with their connection parts or other parts of metal	50	50
87.01.01.08	Tractors, four- or three-wheeled, of more than 130 horse-power	5	5
87.01.01.45	Track-layer tractors and crawler tractors, of more than 85 belt horse-power	5	5

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SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
87.01.02.55	Tractors for semi-trailers, track-layer or crawler type, of more than 85 belt horse-power	5	5
87.03.00.02	Vehicles for road-sweeping, refuse collection and suction cleaning, for simultaneous operation	75	80
87.06.00.01	Chassis frames. Chassis (without engines) for trailers or semi-trailers, whether or not fitted with wheels. Mountings for accessories. Parts thereof.	175	120
87.06.00.10	Clutches. Gear boxes of any kind. Torque converters. Parts thereof.	175	120
87.06.00.20	Front- and rear-axles. Axles whether or not with differentials. Driving axles. Shafts and half-shafts. Bearings. Gearing. Wheels and tracks. Sets of wheels. Non-driving axles (front or rear). Engine frames. Housings. Parts thereof.	175	120
87.06.00.30	Steering gear and control equipment (excluding control equipment for disabled persons). Bars, levers, connecting rods, automatic mechanisms, fly-wheels, levers, pedals and casings. Parts thereof.	175	120
87.06.00.50	Brake gear of any type or system and brake housings. Brake shoes, whether or not with linings. Parts thereof.	175	120
87.06.00.60	Shock absorbers of all types. Torsion bars (other than springs). "Silent blocks" (chassis mounting rubbers). Parts thereof.	175	120

SCHEDULE LXIV - ARGENTINA  
PART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
87.06.00.70	Radiators of all types (including connecting pipes). Fuel tanks. Exhaust pipes (excluding multiple exhaust pipes). Parts thereof.	175	120
87.06.00.80	Tracks, rollers, driving and steering wheels for running gear, including parts thereof, for tractors	95	100
87.06.00.90	Parts for motor vehicle bodies, equipment and accessories therefor	175	120
87.06.00.99	Parts, other	175	120
88.02.00.01	Aeroplanes with a take-off weight of not more than six tons	50	50
88.02.00.60	Helicopters	50	50
88.03.00.00	Parts of items falling within heading No. 88.01 or heading No. 88.02.	50	50
90.02.00.10	Other photographic lenses, n.s.m.	85	90
90.07.00.50	Other photographic apparatus and equipment, n.s.m.	85	90
90.07.00.51	Electronic flash devices, complete	85	90
90.07.00.55	Other photographic flashlight apparatus and equipment, n.s.m.	210	130
90.12.00.01	Compound optical microscopes, whether or not provided with means for photographing or projecting the image	65	50
90.14.01.03	Theodolites	70	70
90.14.01.90	Surveying (including photogrammetrical and hydrographic) instruments, other, n.s.m.	60	60

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.14.02.02	Sounding equipment	60	50
90.14.02.90	Navigational instruments, other	60	60
90.14.02.99	Parts thereof	85	90
90.14.06.01	Compasses for use in surveying, topography, navigation, etc.	60	50
90.15.00.01	Analytical precision balances with one tray	65	50
90.16.02.01	Profile projectors	60	60
90.17.01.05	Electro-magnets for ophthalmic use	60	50
90.17.02.99	Other apparatus and equipment falling within this heading, n.s.m.	60	60
90.20.01.01	X-ray apparatus used in diagnosis and radiotherapy, with a power of not more than 60 mA and 90 kV	50	50
90.20.01.99	X-ray apparatus, other	80	80
90.22.04.00	Machines and appliances for testing other materials, n.s.m.	85	80
90.24.02.00	Thermostats	155	110
90.24.03.00	Pressure regulators	155	110
90.25.00.90	Other instruments and apparatus within this heading, n.s.m.	60	60

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.28.02.40	Galvanometers, not including those of the needle type for instrument panels	60	60
90.28.03.51	Multimeters and "testers" with an internal resistance of 20,000 ohms or more per volt, and those having multiple intensity ranges of alternating current	60	60
90.28.04.11	Impedance bridges having a precision finer than 2 per cent; those having a scale of comparison in percentage limits; those for frequencies greater than 20 megacycles; those of the double-T type; those termed "admittance" bridges	60	60
90.28.04.41	Sound and noise level indicators with a plane curve up to frequencies of less than 30 cycles and more than 8 kilocycles; those having a microphone or condenser or of a dynamic type; those having an indicator showing the effective level or peak level	60	60
90.28.05.00	Other electrical apparatus or electronic instruments for measuring electrical magnitudes, n.s.m.	60	60
90.28.06.99	Other electrical or electronic instruments and apparatus for measuring non-electrical magnitudes, n.s.m., or for checking, analysing or automatically controlling, n.s.m.	60	60
90.28.07.99	Other instruments and apparatus for detecting or measuring radiations, n.s.m.	70	70
91.01.00.01	Watches with cases of precious metal, enamelled, whether or not set with precious stones	215	120

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
91.01.00.02	Watches with cases of precious metal	215	120
91.01.00.03	Watches with cases of base metal, whether or not silvered or gilded, of a thickness of not more than 20 microns	15	10
ex91.01.00.04	Watches with cases of base metal, whether or not silvered or gilded, of a thickness of more than 20 and up to 40 microns	205	15
91.01.00.99	Other watches falling within the heading, n.s.m.	215	120
91.02.00.03	Other clocks having eleven or more rubies, n.s.m.	95	100
91.04.00.04	Other alarm clocks (of the winder type) having eleven or more rubies	95	90
91.07.00.01	Watch movements, assembled, for watches falling within heading 91.01	15	20
91.11.00.01	Other parts for watches and clocks falling within heading 91.01	90	60
92.11.00.05	Magnetic tape recorders	160	130
92.13.00.10	Accessories and parts for the manufacture of magnetic tape recorders or wire recorders, including tape-winding devices	95	100
97.03.00.01	Other toys; reduced scale models of a kind used for recreational purposes	220	130
97.03.00.50	Materials and articles for aeronautical models	220	130

SCHEDULE LXIV - ARGENTINAPART I - (Continued)

Tariff Item Number (Argentine)	Description of Products	Base Rate of Duty	Concession Rate of Duty
97.07.00.01	Fish hooks	140	120
97.07.00.99	Other items covered by the heading	315	120
98.03.00.01	Fountain pens, stylograph pens, propelling pencils, pencil holders and similar articles	200	130
98.10.00.01	Lighters	320	130
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SCHEDULE LXIV - ARGENTINAPART IIPreferential Tariff

N i l.

MULTILATERAL  
General Agreement on Tariffs and Trade

*Protocol for the accession of Iceland to the agreement of  
October 30, 1947.*

*Done at Geneva June 30, 1967;  
Entered into force April 21, 1968.*

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PROTOCOL FOR THE ACCESSION OF ICELAND TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE D'ACCESSION DE L'ISLANDE A  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

30 June 1967  
Geneva

PROTOCOL FOR THE ACCESSION OF ICELAND

The governments which are contracting parties to the General Agreement on Tariffs and Trade<sup>[1]</sup> (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community and the Government of Iceland (hereinafter referred to as "Iceland"),

HAVING regard to the results of the negotiations directed towards the accession of Iceland to the General Agreement,

HAVE through their representatives agreed as follows:

Part I - General

1. Iceland shall, upon entry into force of this Protocol pursuant to paragraph 6, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply provisionally and subject to this Protocol:

- (a) Parts I, III and IV of the General Agreement, and
- (b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied by Iceland shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment,<sup>[1]</sup> as rectified, amended or otherwise modified by such instruments as may have become at least partially effective on the day on which Iceland becomes a contracting party; provided that this does not mean that Iceland undertakes to apply a provision of any such instrument prior to the effectiveness of such provision pursuant to the terms of the instrument.
- (b) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement refer to the date of that Agreement, the applicable date in respect of Iceland shall be the date of this Protocol.

<sup>1</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

Part II - Schedule

3. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to Iceland.
4. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of each product which is the subject of a concession provided for in the schedule annexed to this Protocol shall be the date of this Protocol.  
(b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of the schedule annexed to this Protocol shall be the date of this Protocol.

Part III - Final Provisions

5. This Protocol shall be open for signature by Iceland until 1 July 1968. It shall also be open for signature by contracting parties and by the European Economic Community.

6. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by Iceland.<sup>[1]</sup>

7. Signature of this Protocol by Iceland shall constitute final action to become a party to each of the following instruments:

- (i) Protocol Amending Part I and Articles XXIX and XXX, Geneva, 10 March 1955;
- (ii) Fifth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 3 December 1955;
- (iii) Sixth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 11 April 1957;
- (iv) Seventh Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 30 November 1957;
- (v) Protocol Relating to the Negotiations for the Establishment of New Schedule III - Brazil, Geneva, 31 December 1958;
- (vi) Eighth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 18 February 1959; and
- (vii) Ninth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 17 August 1959.

<sup>1</sup> Iceland signed, subject to ratification, Oct. 16, 1967; ratification deposited Mar. 22, 1968; the United States signed Apr. 3, 1968.

8. Iceland, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession, with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

9. Iceland may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 8 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

10. This Protocol shall be deposited with the Director-General who shall promptly furnish a certified copy thereof and a notification of each signature thereto, pursuant to paragraph 5, to each contracting party, to the European Economic Community and to Iceland.

11. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[1]</sup>

Done at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, except as otherwise specified with respect to the schedule annexed hereto, both texts being authentic.

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<sup>[1]</sup> TS 993; 59 Stat. 1052.

PROTOCOLE D'ACCÉSSION DE L'ISLANDE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne et le gouvernement de l'Islande (dénommé ci-après "l'Islande"),

EU EGARD aux résultats des négociations menées en vue de l'accésion de l'Islande à l'Accord général,

SONT CONVENUS, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter de la date à laquelle le présent Protocole entrera en vigueur conformément au paragraphe 6 ci-après, l'Islande sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) les Parties I, III et IV de l'Accord général;
- b) la Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées par l'Islande seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs au moins en partie à la date à laquelle l'Islande deviendra partie contractante; toutefois, cette précision ne signifie pas que l'Islande s'engage à appliquer une disposition figurant dans un tel instrument avant qu'elle soit devenue effective conformément aux clauses de l'instrument en question.

- b) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général mentionnent la date dudit Accord, la date applicable en ce qui concerne l'Islande sera la date du présent Protocole.

Deuxième Partie - Liste

3. La liste reproduite à l'annexe deviendra Liste de l'Islande annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

4. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne chaque produit faisant l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.
- b) Dans le cas du paragraphe 6 a) de l'article II de l'Accord général qui mentionne la date dudit Accord, la date applicable en ce qui concerne la liste annexée au présent Protocole sera la date du présent Protocole.

Troisième Partie - Dispositions finales

5. Le présent Protocole sera ouvert à la signature de l'Islande jusqu'au 1er juillet 1968. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

6. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par l'Islande.

7. La signature du présent Protocole par l'Islande constituera la mesure finale nécessaire pour que l'Islande devienne partie à chacun des instruments suivants:

- i) Protocole portant amendement de la Partie I et des articles XXIX et XXX, Genève, 10 mars 1955;
- ii) Cinquième Protocole de rectification et de modification des Listes, Genève, 3 décembre 1955;
- iii) Sixième Protocole de rectification et de modification des Listes, Genève, 11 avril 1957;

- iv) Septième Protocole de rectification et de modification des Listes, Genève, 30 novembre 1967;
- v) Protocole concernant les négociations en vue de l'établissement d'une nouvelle Liste III - Brésil, Genève, 31 décembre 1958;
- vi) Huitième Protocole de rectification et de modification des Listes, Genève, 18 février 1959; et
- vii) Neuvième Protocole de rectification et de modification des Listes, Genève, 17 août 1959.

8. L'Islande, étant devenue partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourra accéder audit Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accèsion auprès du Directeur général. L'accèsion prendra effet à la date à laquelle l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accèsion si cette date est postérieure à la première. L'accèsion à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

9. L'Islande pourra, avant son accèsion à l'Accord général conformément aux dispositions du paragraphe 8, dénoncer son application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

10. Le présent Protocole sera déposé auprès du Directeur général, qui remettra sans retard à chaque partie contractante, à la Communauté économique européenne et à l'Islande une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole conformément au paragraphe 5.

11. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le trente juin neuf cent soixante-sept, en un seul exemplaire, en langues française et anglaise, sauf indication du contraire en ce qui concerne la liste ci-annexée, les deux textes faisant également foi.

ANNEXSCHEDULE LXII - ICELAND

This schedule is authentic only in the English language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
06.01.00	Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, dormant in growth or in flower	80	80
07.05.01	Dried leguminous vegetables, shelled, whether or not skinned or split in retail packings of 5 kilos or less	5	0
08.04	Grapes, fresh or dried: Dried: 21      Raisins	50	20
08.05.00	Nuts other than those falling within heading No 08.01, fresh or dried, shelled or not	90	90
08.06 10	Apples, pears and quinces, fresh: Apples	30	12
08.12	Fruit, dried other than those falling within heading Nos 08.01, 08.02, 08.03, 08.04, 08.05: 01      Prunes 02      Apricots 03      Mixed fruits 09      Else	50 70 70 70	20 40 40 40
10.01	Wheat and meslin (mixed wheat and rye)	0	0
10.05	Maize	0	0
10.06	Rice	0	0

SCHEDULE LXIII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Basis Rate of Duty %	Concession Rate of Duty %
11.01	Cereal flours of wheat or of meslin:		
11	In retail packings of 5 kilos or less	0	0
12	In other packings	0	0
22	Flour of maize	0	0
23	Flour of rice in retail packings of 5 kilos or less	0	0
24	Flour of rice in other packings	0	0
11.02	Cereal groats and cereal meal; other worked cereal grains (for example, rolled, flaked, polished, pearled or kibbled, but not further prepared), except husked, glazed, polished or broken rice; germ of cereals, whole, rolled, flaked or ground:		
21	Maize flaked	0	0
15.07	Fixed vegetable oils, fluid or solid, crude, refined or purified:		
89	Coconut oil	30	30
15.10	Fatty acids, oils from refining; fatty alcohols:		
11	"Lanotex" and other greasing products	30	30
15.12	Animal or vegetable fats and oils, hydrogenated, whether or not refined		
09	Other than of vegetable origins	35	35
18.03.00	Cocoa paste (in bulk or in block) whether or not defatted	40	40
18.04.00	Cocoa butter (fat or oil)	40	40
18.05.00	Cocoa powder, unsweetened	50	50

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
19.02	Preparations of flour, starch or malt extract, of a kind prepared as infant food or for dietetic or culinary purposes, containing less than 50% by weight of cocoa		
09	Other than food specially prepared for diabetics	100	50
19.03.00	Macaroni, spaghetti and similar products	80	80
19.07.00	Bread, ships' biscuits and other ordinary bakers' wares, not containing sugar, honey, eggs, fats, cheese or fruit	125	80
19.08.00	Pastry, biscuits, cakes and other fine bakers' wares, whether or not containing cocoa in any proportion	125	80
20.02	Vegetables, prepared or preserved otherwise than by vinegar or acetic acid:		
ex 09	Canned asparagus	100	60
20.06	Fruit otherwise prepared or preserved, whether or not containing added sugar or spirit:		
09	Other than fruit pulp containing sugar, in containers of 50 kilos or more	100	50
20.07	Fruit juices (including grape must) and vegetable juices, whether or not containing added sugar, but unfermented and not containing spirit:		
01	Fruit and vegetable juices, unfermented and not containing added sugar, in containers of 50 kilos or more	40	40

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
20.07 (contd) 09	Other, except goods falling within tariff Nos 20.07.01 and 20.07.02	100	50
21.05.00	Soups and broths, in liquid, solid or powder form	100	100
21.07	Food preparations not elsewhere specified or included:		
ex 09 01	Non-alcoholic concentrated extracts for making beverages	40	40
	Canned maize	100	60
22.05	Wine of fresh grapes; grape must with fermentation arrested by the addition of alcohol:		
01	Sparkling wines	20	20
02	White wines other than Rhine wines	20	20
03	Red wines	20	20
09	Other wines	20	20
22.09	Spirits (other than those of heading No 22.08); liqueurs and other spirituous beverages; compound alcoholic preparations (known as "concentrated extracts") for the manufacture of beverages:		
05	Cognac	20	20
09	Other than ethanol, undenatured, of strength of less than 80% by volume, brandy, genever, gin, vodka and whisky	20	20

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
23.07.00	Sweetened forage; other preparations of a kind used in animal feeding	0	0
28.30	Chlorides and oxychlorides:		
01	Calcium chloride	20	20
30.04.00	Wadding, gauze, bandages and similar articles (for example, dressings, adhesive plasters, poultices), impregnated or coated with pharmaceutical substances or put in retail packings for medical or surgical purposes other than goods specified in Note 3 to this chapter	35	35
31.04	Mineral or chemical fertilisers, potassic:		
22	Potassium sulphate	0	0
32.05.00	Synthetic organic dyestuffs (including pigment dyestuffs); synthetic organic products of a kind used as luminophores; products of a kind known as optical bleaching agents, substantive to the fibre; natural indigo	25	25
32.07	Other colouring matter; inorganic products of a kind used as luminophores:		
06	Titanium white	25	25
32.09	Varnishes and lacquers, distempers; prepared water pigments of the kind used for finishing leather; other paints and enamels, pigments in linseed oil, white spirit; spirits of turpentine, varnish or other paint or enamel media; stamping foils;		

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
32.09 (contd)	dyes in forms or packings of a kind sold by retail:		
09	Other except black varnish and printing foils	60	60
32.12.00	Glaziers' putty; grafting putty; painters' fillings, stopping and sealing pastes, and similar pastes; resin mastics and cements	50	60
33.06	Perfumery, cosmetics and toilet preparations:		
02	Face powders	125	125
03	Skin creams and skin oils	125	125
04	Perfumes	125	125
34.02	Organic surface-active agents; surface-active preparations and washing preparations, whether or not containing soap:		
01	Washing powder, whether or not containing soap	110	110
09	Organic surface-active agents, surface-active agents, surface-active preparations, washing and cleaning preparations, whether or not containing soap	110	110
37.07.00	Other cinematograph film, exposed and developed, whether or not incorporating sound track negative or positive	1 kg. 50 kr.	1 kg. 50 kr.
38.19	Chemical products and preparations of the chemical or allied industries (including those consisting of mixtures of natural products), not elsewhere specified or included, residual products of the chemical or allied industries; not elsewhere specified or included:		

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
38.19 (contd)			
19	Other than brake fluid, anti-freeze preparations and products for waterproofing concrete	50	50
39.02	Polymerisation and copolymerisation products (for example, polyethylene, polytrahaloethylene, polyisobutylene, polystyrene, polyvinyl chloride, polyvinyl acetate, polyvinyl chloroacetate and other polyvinyl derivatives, polyacrylic and polymethacrylic derivatives, coumarone-indene resins):		
87	Plastic linoleum flooring and floor tiles	60	35
99	Other	60	40
39.07	Articles of materials of the kinds described in headings Nos 39.01 to 39.06:		
89	Other plastic goods	100	70
40.09.00	Piping and tubing of unhardened vulcanised rubber	50	35
.44.23	Builders' carpentry and joinery (including prefabricated and sectional buildings and assembled parquet flooring panels):		
01	Doors, windows and their frames	60	40
53.07.00	Yarn of combed sheep's or lamb's wool (worsted yarn) not put up for retail sale	50	50

SCHEDULE LXIII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
55.09 23	Other woven fabrics of cotton: Woven fabrics, in one colour and plain, entirely of cotton or cotton mixed with other vegetable materials	50	50
58.04 30	Woven pile fabrics and chenille fabrics (other than terry towelling or similar terry fabrics of cotton falling within heading No 55.08 and fabrics falling within heading No 58.05): Of wool	65	65
64.01 01	Footwear with outer soles and uppers of rubber or artificial plastic material: Boots with a low heel (not intended for use outside other shoes), according to further definition and decision of the Ministry of Finance	50	25
09	Else than seaboots and other such boots	50	50
64.02 01 09	Footwear with outer soles of leather or composition leather; footwear (other than footwear falling within heading No 64.01) with outer soles of rubber or artificial plastic material: Women's and children's footwear Other footwear than women's and children's footwear and canvas shoes	80 100	80 80
64.06.00	Gaiters, spats, leggings, puttees, cricket pads, skin-guards and similar articles and parts thereof	100	100

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
69.11.00	Tableware, and other articles of a kind commonly used for domestic or toilet purposes, of porcelain or china	100	100
69.12.00	Tableware and other articles of a kind commonly used for domestic or toilet purposes, of other kinds of pottery	100	100
70.04.00	Unworked cast or rolled glass (including flashed or wired glass) in rectangles	35	35
70.05.00	Unworked drawn or blown glass (including flashed or wired glass) in rectangles	35	35
70.06.00	Cast, rolled, drawn or blown glass (including flashed or wired glass) in rectangles, surface ground or polished, but not further worked	35	35
70.07.00	Cast, rolled, drawn or blown glass (including flashed or wired glass) cut to shape other than rectangular shape or bent or otherwise worked, whether or not surface ground or polished	50	50
70.08.00	Safety glass consisting of toughened or laminated glass, shaped or not	50	50
70.10	Carboys, bottles, jars, pots, tubular containers and similar containers, of glass of a kind commonly used for the conveyance or packing of goods; stoppers and other closures of glass:		
09	Other than milk bottles	60	60

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
73.09.00	Universal plates of iron or steel	15	15
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining drill steel:		
11	Wire rod: Wire rod used in the manufacturing of nails according to further definition and decision of the Ministry of Finance	15	15
19	Other	35	35
	Other:		
21	Re-inforcing iron for concrete	35	35
23	Hollow mining drill steel	35	35
29	Else	15-35	15
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements:		
10	Angles, shapes and sections, 80 mm. or more; sheet pilings	15	15
20	Other	15	15
73.12.00	Hoop and strip, of iron or steel, hot-rolled or cold-rolled	15	15
73.13	Sheets and plates of iron or steel, hot-rolled or cold-rolled		
10	More than 4.75 mm. in thickness other than tinned plates and sheets	15	15

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
73.13 (contd)			
20	3 mm. or more, but not more than 4.75 mm. in thickness, other than tinned plates and sheets	15	15
30	Less than 3 mm. not plated, coated or clad	15	15
51	Corrugated sheets (roofing-sheets)	15	15
59	Other	15	15
73.15	Alloy steel and high carbon steel in the forms mentioned in headings Nos 73.06 to 73.14:		
82	Sheets and plates, less than 3 mm. in thickness not plated, coated or clad, of alloy steel	15	15
73.18	Tubes and pipes and blanks therefor of iron (other than of cast iron) or steel excluding high-pressure hydro-electric conduits:		
31	Profile pipes for construction purposes according to further definition and decision of the Ministry of Finance	35	15
73.27	Gauze, cloth, grill, netting, fencing, reinforcing fabric and similar materials, of iron or steel wire:		
02	Fencing of iron or steel (also coated with plastic materials) of wire of 2 mm. in thickness or more	20	20
73.37	Central heating boilers (excluding steam-generating boilers of heading No 84.01), air heaters, unit heaters and radiators, for central heating, not electrically operated, and parts thereof, of iron or steel:		
02	Radiators for central heating and parts thereof (including sections)	35	35

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
78.04	Lead foil, weighing no more than 1.7 kilo per sq.m. (without backing), also embossed, figured, cut to shape, perforated, coated, printed or backed with paper or other reinforcing material; lead powders and lead flakes:		
01	Lead powders	35	15
82.02.00	Saws (non-mechanical) and blades for hand or machine saws (including toothless saw blades)	60	35
82.03.00	Hand tools for the following: pliers (including cutting pliers), pincers, tweezers, tinmen's snips, bolt, croppers and the like; perforating punches; pipe cutters; spanners and wrenches (but not including tap wrenches), files and rasps	60	35
82.05.00	Interchangeable tools for hand tools, for machine tools or for power-operated hand tools (for example, for pressing, stamping, drilling, tapping, threading, boring, broaching, milling, cutting, turning, dressing, morticing or screw-driving), including dies for wire drawing, extrusion dies for metal and rock drilling bits	60	35
82.06.00	Knives and cutting blades for machines or for mechanical appliances	60	35
83.07	Lamps and lighting fittings, of base metal, and parts thereof, of base metal (excluding switchos, electric lamp holders, electric lamps for vehicles, electric battery or magneto lamps, and other articles falling within chapter 85 except heading No 85.22):		

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
83.07 (contd)			
04	Street lamps according to further definition and decision by the Ministry of Finance	90	35
05	Fluorescent lamps	90	70
84.09.00	Mechanically self-propelled road rollers	35	25
84.19	Machinery for cleaning or drying bottles or other containers; machinery for filling, closing, sealing, capsuling or labelling bottles, cans, boxes, bags or other containers; other packing or wrapping machinery; machinery for aerating beverages; dish washing machines:		
09	Other	35	25
84.23	Excavating, levelling, boring and extracting machinery, stationery or mobile for earth, minerals or ores, pile-drivers; snow-ploughs, not self-propelled:		
09	Other than excavator and shovel loaders, bulldozers, road scrapers and loaders for common wheel tractors	35	25
84.30	Machinery, not falling within any other heading of this chapter, of a kind used in the following food or drink industries: bakery, biscuit, maccaroni, chocolate, sugar manufacture, chocolate and confectionary manufacture and brewing; also in the preparation of meat, fish, fruit and vegetables, including mincing and slicing machines:		

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
84.30 (contd) 05	Machinery for cutting and filleting of fish, machinery for salting herring, machinery for skinning fish and beheading fish for fish processing	35	10
84.32.00	Bookbinding machinery including book-sewing machines	35	25
84.35.00	Other printing machines than those falling within heading No 84.34	35	25
84.36.00	Machines for extruding man-made textiles; machines of a kind used for processing natural or man-made textile fibres; textile spinning and twisting machines; textile doubling, throwing and reeling machines	35	25
84.37 01 09	Weaving machines, knitting machines and machines for making gimped yarn, tulle lace, embroidery, trimmings, braid or net; machines for preparing yarns for use on such machines including warping and warp size machines: Knitting machines Other	35 35	25 25
84.40	Machinery for washing, cleaning, drying, bleaching, dyeing, dressing, finishing or coating textile yarns, fabrics or made-up textile articles (including laundry and dry-cleaning machinery); fabric folding, reeling or cutting machines of a kind used in the manufacture of linoleum or other floor coverings for applying the paste to the base fabric or other support; machines of a type		

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
84.40 (contd)	used for printing a repetitive design, repetitive words or overall colour on textiles, leather, wallpaper, wrapping paper, linoleum or other materials, and engraved or etched plates, blocks or rollers therefor:		
11	Machinery and machines, other than those falling in sub-heading 20:  Clothes-washing machines (including clothes-cleaning machines), except for domestic use	50	35
84.42.00	Machinery (other than sewing machines) for preparing tanning or working hides, skins or leather and for the manufacture of articles from skin and leather (including boot and shoe machines)	35	25
84.45.00	Machine-tools for working metal or metallic carbides, not being machines falling within heading No 84.49 or 84.50	35	25
84.47	Machine-tools for working wood, cork, bone, ebonite (vulcanite), hard artificial plastic materials or other materials of similar hardness, other than machines falling within heading No 84.49:		
01	Wood-working machines	35	25
84.49.00	Tools for working in the hand, pneumatic or with self-contained non-electric motor	35	25

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
84.51.00	Typewriters other than typewriters incorporating calculating mechanisms; cheque-writing machines	60	35
84.52	Calculating machines; accounting machines, cash registers, postage-franking machines, ticket issuing machines and similar machines, incorporating a calculating device:		
01	Accounting machines	60	35
02	Calculating machines	60	35
03	Cash registers	60	35
09	Other	60	35
84.53.00	Statistical machines of a kind operated in conjunction with punched cards (for example, sorting, calculating and tabulating machines); accounting machines operated in conjunction with similar punched cards; auxiliary machines for use with such machines (for example, punching machines and checking machines)	60	35
84.54	Other office machines (for example, hectograph or stencil duplicating machines, addressing machines, coin-sorting machines, coin-counting and wrapping machines, pencil-sharpening machines, perforating and stapling machines):		
01	Addressing machines and duplicating machines	60	35
09	Other	60	35

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
84.55	Parts and accessories (other than covers, carrying cases and the like) suitable for use solely or principally with machines of a kind falling within headings Nos 84.51, 84.52, 84.53 or 84.54:		
01	For typewriters	60	35
09	Other	60	35
84.59	Machinery and mechanical appliances (except those suitable for use solely or principally as parts of other machines or apparatus) not falling within any other heading of this chapter:		
23	For the iron industry and metallurgical industries n.e.s.	35	25
85.05.00	Tools for working in the hand, with self-contained electric motor	60	35
87.07.00	Work trucks, mechanically propelled, of the type used in factories, warehouses and ports for short distance transport or handling of goods (for example fork-lift trucks and platform trucks); tractors of the type used in railway stations; parts of these vehicles	45	25
90.16.00	Drawing, marking-out and mathematical calculating equipment (for example pantographs, drawing instruments, rulers, slide rules, disc calculators, and the like), tools and instruments for measuring, checking and testing, not		

SCHEDULE LXII - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty %	Concession Rate of Duty %
90.16.00 (contd)	falling within any other heading of this chapter (for example micrometers, callipers, tapes, gauges, and balancing machines); profile projectors	60	35
98.03.00	Fountain pens, stylograph pens and pencils (including ball point pens and pencils) and other pens, pen-holders, pencil-holders and similar holders, propelling pencils and sliding pencils; parts and fittings thereof, other than those falling within heading No 98.04 or 98.05	80	50
98.05.00	Pencils (other than pencils of heading No 98.03), pencil leads, slate pencils, crayons and pastels, drawing charcoals and writing and drawing chalks; tailors' and billiards chalks	80	50
<u>NOTE:</u> The staging of the tariff reductions will be implemented in accordance with the rules established in the Geneva (1967) Protocol.			

TIAS 6428

SCHEDULE LXII - ICELANDPART IIPreferential Tariff

N 1 1

MULTILATERAL  
General Agreement on Tariffs and Trade

*Protocol for the accession of Ireland to the agreement of October 30,  
1947.*

*Done at Geneva June 30, 1967;  
Entered into force December 22, 1967.*

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PROTOCOL FOR THE ACCESSION OF IRELAND TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE D'ACCESSION DE L'IRLANDE A  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

30 June 1967  
Geneva

PROTOCOL FOR THE ACCESSION OF IRELAND

The governments which are contracting parties to the General Agreement on Tariffs and Trade<sup>[1]</sup> (hereinafter referred to as "contracting parties" and "the General Agreement" respectively), the European Economic Community and the Government of Ireland (hereinafter referred to as "Ireland"),

HAVING regard to the results of the negotiations directed towards the accession of Ireland to the General Agreement,

HAVE through their representatives agreed as follows:

Part I - General

1. Ireland shall, upon entry into force of this Protocol pursuant to paragraph 6, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply provisionally and subject to this Protocol:

- (a) Parts I, III and IV of the General Agreement, and
- (b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied by Ireland shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment, as rectified, amended or otherwise modified by such instruments as may have become at least partially effective on the day on which Ireland becomes a contracting party; provided that this does not mean that Ireland undertakes to apply a provision of any such instrument prior to the effectiveness of such provision pursuant to the terms of the instrument.
- (b) The date of 10 April 1947, referred to in paragraph 4 of Article I of the General Agreement in relation to preferences in respect of import duties or charges permitted by paragraph 2(b) of that Article, shall be replaced in respect of Ireland by the date of this Protocol.

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<sup>1</sup> TIAS 1700; 61 Stat., pt. 5 and 6.

- (c) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement refer to the date of that Agreement, the applicable date in respect of Ireland shall be the date of this Protocol.

Part II - Schedule

3. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to Ireland.
4. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of each product which is the subject of a concession provided for in the schedule annexed to this Protocol shall be the date of this Protocol.
- (b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of the schedule annexed to this Protocol shall be the date of this Protocol.

Part III - Final Provisions

5. This Protocol shall be open for signature by Ireland until 1 July 1968. It shall also be open for signature by contracting parties and by the European Economic Community.

6. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by Ireland.<sup>[1]</sup>

7. Signature of this Protocol by Ireland shall constitute final action to become a party to each of the following instruments:

- (i) Protocol Amending Part I and Articles XXIX and XXX, Geneva, 10 March 1955;
- (ii) Fifth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 3 December 1955;
- (iii) Sixth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 11 April 1957;
- (iv) Seventh Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 30 November 1957;

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<sup>1</sup> Ireland signed Nov. 22, 1967; the United States signed Apr. 3, 1968.

- (v) Protocol Relating to the Negotiations for the Establishment of New Schedule III - Brazil, Geneva, 31 December 1958;
- (vi) Eighth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 18 February 1959; and
- (vii) Ninth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 17 August 1959.

8. Ireland, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession, with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

9. Ireland may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 8 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

10. This Protocol shall be deposited with the Director-General who shall promptly furnish a certified copy thereof and a notification of each signature thereto, pursuant to paragraph 5, to each contracting party, to the European Economic Community and to Ireland.

11. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[1]</sup>

Done at Geneva this thirtieth day of June, one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, except as otherwise specified with respect to the schedule annexed hereto, both texts being authentic.

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<sup>[1]</sup> TS 993; 59 Stat. 1052.

PROTOCOLE D'ACCESSION DE L'IRLANDE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne et le gouvernement de l'Irlande (dénommé ci-après "l'Irlande"),

EU ÉGARD aux résultats des négociations menées en vue de l'accession de l'Irlande à l'Accord général,

SONT CONVENUS, par l'intermédiaire de leurs représentants, , des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter de la date à laquelle le présent Protocole entrera en vigueur conformément au paragraphe 6 ci-après, l'Irlande sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) les Parties I, III et IV de l'Accord général;
- b) la Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

- 2. a) Les dispositions de l'Accord général qui devront être appliquées par l'Irlande seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs au moins en partie à la date à laquelle l'Irlande deviendra partie contractante; toutefois, cette précision ne signifie pas que l'Irlande s'engage à appliquer une disposition figurant dans un tel instrument avant qu'elle soit devenue effective conformément aux clauses de l'instrument en question.

- b) La date du 10 avril 1947 qui figure au paragraphe 4 de l'article premier de l'Accord général à propos des préférences autorisées au titre de l'alinéa b) du paragraphe 2 dudit article dans le cas de droits ou d'impositions à l'importation, sera remplacée, pour l'Irlande, par la date du présent Protocole.
- c) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général mentionnent la date dudit Accord, la date applicable en ce qui concerne l'Irlande sera la date du présent Protocole.

Deuxième Partie - Liste

3. La liste reproduite à l'annexe deviendra Liste de l'Irlande annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

- 4. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne chaque produit faisant l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.
- b) Dans le cas du paragraphe 6 a) de l'article II de l'Accord général, qui mentionne la date dudit Accord, la date applicable en ce qui concerne la liste annexée au présent Protocole sera la date du présent Protocole.

Troisième Partie - Dispositions finales

5. Le présent Protocole sera ouvert à la signature de l'Irlande jusqu'au 1er juillet 1968. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

6. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par l'Irlande.

7. La signature du présent Protocole par l'Irlande constituera la mesure finale nécessaire pour que l'Irlande devienne partie à chacun des instruments suivants:

- i) Protocole portant amendement de la Partie I et des articles XXIX et XXX, Genève, 10 mars 1955;
- ii) Cinquième Protocole de rectification et de modification des Listes, Genève, 3 décembre 1955;

- iii) Sixième Protocole de rectification et de modification des Listes, Genève, 11 avril 1957;
- iv) Septième Protocole de rectification et de modification des Listes, Genève, 30 novembre 1957;
- v) Protocole concernant les négociations en vue de l'établissement d'une nouvelle Liste III, Brésil, Genève, 31 décembre 1958;
- vi) Huitième Protocole de rectification et de modification des Listes, Genève, 18 février 1959; et
- vii) Neuvième Protocole de rectification et de modification des Listes, Genève, 17 août 1959.

8. L'Irlande, étant devenue partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourra accéder audit Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accèsion auprès du Directeur général. L'accèsion prendra effet à la date à laquelle l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accèsion si cette date est postérieure à la première. L'accèsion à l'Accord général conformément au présent paragraphe sera considéré, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

9. L'Irlande pourra, avant son accèsion à l'Accord général conformément aux dispositions du paragraphe 8, dénoncer son application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

10. Le présent Protocole sera déposé auprès du Directeur général qui remettra sans retard à chaque partie contractante, à la Communauté économique européenne et à l'Irlande une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole conformément au paragraphe 5.

11. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le trente juin mil neuf cent soixante-sept, en un seul exemplaire en langues française et anglaise, sauf indication du contraire en ce qui concerne la liste ci-annexée, les deux textes faisant également foi.

ANNEXSCHEDULE LXI - IRELAND

This schedule is authentic only in the English language

SCHEDULE LXI - IRELANDGENERAL NOTESBase Rate

1. The base rate is the rate in force on 31st December, 1962.

Implementation of Concession

2. Except as otherwise provided hereunder, the rate specified in the fourth column of Part I of this Schedule (hereinafter referred to as "the final rate") for each product provided for therein shall be effective from the date of Ireland's accession to the General Agreement or 1st January, 1968, whichever is the later.

3. In the case of the following tariff headings the final date shall be 1st January, 1972. The final rates for these headings represent 72 per cent of the base rates and the rates which shall be effective during the first, second, third and fourth years after this Schedule shall have become a Schedule to the General Agreement shall not exceed 78 per cent, 76 per cent, 74 per cent and 73 per cent respectively of the base rates.

ex 15.07(B)	59.11(B)(2)	61.07(A)
15.12(A)	59.11(C)(2)(a)(i)	61.07(B)
15.12(B)	59.11(C)(2)(a)(ii)	61.09(B)(1)
15.12(C)(2)	59.11(C)(2)(b)(1)	61.09(B)(2)
16.04(A)(2)	59.11(C)(2)(b)(ii)(1)(la)	62.01(3)(1)
27.10(B)	59.11(C)(2)(b)(ii)(1)(lb)	62.01(B)(2)(a)
54.03(B)	59.13(A)(1)	62.01(B)(2)(b)
54.03(C)(1)	59.13(A)(2)	62.05(D)(2)
54.04(B)(1)	59.13(B)(1)(a)	62.05(D)(3)
58.05(C)(1)	59.13(B)(1)(b)	ex 68.02(..)
58.05(C)(2)	59.17(A)(1)	70.04
59.08(A)(1)	59.17(A)(2)	70.05
59.08(A)(2)	60.06(A)(1)	70.06
59.10(A)	60.06(B)(1)(a)	70.13(A)(1)
59.10(B)	60.06(B)(1)(b)	83.07(A)(2)(a)
59.11(A)(1)	ex 61.06(A)	83.07(B)(1)
59.11(A)(2)	cx 61.06(B)(1)	84.21(C)(1)
59.11(B)(1)	cx 61.06(B)(2)	85.18(B)(1) 85.18(B)(2) 85.18(C)

4. In the case of tariff headings 06.01(B)(1) and 06.02(A)(1),  
the final rates shall be effective on 1st July, 1969.

Preferential Rates

5. The inclusion of tariff headings in Part II of this Schedule  
is for the purpose of safeguarding Ireland's rights to accord the  
appropriate margins of preference and does not mean that the rates  
shown are bound to preferential suppliers in terms of Article II  
of the General Agreement.

SCHEDULE LXI - IRELANDPART IMost-Favoured Nation Tariff.Chapters 1-24

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
ex 03.03	Crab	Free	Free
05.10	Ivory, unworked or simply prepared but not cut to shape; powder and waste of ivory	Free	Free
05.13	Natural sponges	Free	Free
05.14	Ambergris, castoreum, civet and musk; cantharides; bile, whether or not dried; animal products, fresh, chilled or frozen, or otherwise provisionally preserved, of a kind used in the preparation of pharmaceutical products	Free	Free
06.01	Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, dormant, in growth or in flower:		
	(B) Other than rhubarb crowns:		
	(1) In growth	1s. 3d. per lb.	10d. per lb.
	(2) Dormant	Free	Free
06.02	Other live plants, including trees, shrubs, bushes, roots, cuttings and slips:		
	(A) Trees, shrubs and bushes (including roots, cuttings and slips thereof):		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
06.02 (contd.)	(1) Rose bushes  (2) Rose stocks  (3) Other trees, shrubs and bushes (including stocks) at any stage of growth  (4) Cuttings and slips  (B) Other:  (1) Plants in flower  (2) Plants (including cuttings and slips) not in flower; roots of flowering plants  (3) Other	6d. per bush  6d. per stock  £1. per cwt.  6d. per lb.	4d. per bush  4d. per stock  £1. per cwt.  6d. per lb.
07.01	Vegetables, fresh or chilled:  (F) Tomatoes:  ex (2) Imported on or after any 1st day of January and on or before the next following 31st day of March  ex(H) Onions and shallots imported on or after any 16th day of March and on or before the next following 14th day of May	Free  Free	Free  5d. per lb.
07.04	Dried, dehydrated or evaporated vegetables, whole, cut, sliced, broken or in powder, but not further prepared:  ex(A) Garlic	6d. per lb.	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
08.01	Dates, bananas, coconuts, Brazil nuts, cashew nuts, pineapples, avocados, mangoes, guavas and mangosteens, fresh or dried, shelled or not:  (A) Coconuts, Brazil nuts and cashew nuts  (B) Dates, bananas, pineapples, avocados, mangoes, guavas and mangosteens:  (1) Fresh	10%  Free  Free	Free
08.02	Citrus fruit, fresh or dried:  (A) Fresh	Free	Free
08.03	Figs, fresh or dried:  (A) Fresh	Free	Free
08.04	Grapes, fresh or dried:  (A) Fresh  (1) Hot-house grapes  (b) Other than those imported on or after any 1st day of September and on or before the next following 24th day of October	1d. per lb.	Free
	(2) Other  (B) Dried:  ex (2) Raisins	1d. per lb.  10s. 6d. per cwt. plus 10%	Free  10s. 6d. per cwt. plus 10%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
08.05	Nuts other than those falling within heading No. 08.01, fresh or dried, shelled or not:  (B) Other than almonds subjected to any process in addition to shelling	10%	Free
08.12	Fruit, dried, other than that falling within heading No. 08.01, 08.02, 08.03, 08.04 or 08.05:  (B) Other than pulp:  ex (2) Prunes	10s. 6d. per cwt. plus 10%	10s. 6d. per cwt. plus 10%
08.13	Peel of melons and citrus fruit, fresh, frozen, dried, or provisionally preserved in brine, in sulphur water or in other preservative solutions	Free	Free
09.01	Coffee, whether or not roasted or freed of caffeine; coffee husks and skins; coffee substitutes containing coffee in any proportion:  (A) Coffee; coffee husks and skins	Free	Free
09.02	Tea	2d. per lb.	Free
09.03	Maté	Free	Free
09.04	Pepper of the genus <i>Piper</i> ; pimento of the genus <i>Capsicum</i> or the genus <i>Pimenta</i> :  (A) Ground	6d. per lb.	4.8d. per lb.
	(B) Other	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
09.05	Vanilla	Free	Free
09.06	Cinnamon and cinnamon-tree flowers:		
	(A) Ground	6d. per lb.	4.8d. per lb.
	(B) Other	Free	Free
09.07	Cloves (whole fruit, cloves and stems):		
	(A) Ground	6d. per lb.	4.8d. per lb.
	(B) Other	Free	Free
09.08	Nutmeg, mace and cardamoms:		
	(A) Nutmeg and mace, ground; ground mixtures containing nutmeg or mace	6d. per lb.	4.8d. per lb.
	(B) Other	Free	Free
09.09	Seeds of anise, badian, fennel, coriander, cumin, caraway and juniper:		
	(A) Seeds of caraway, ground; ground mixtures containing seeds of caraway	6d. per lb.	4.8d. per lb.
	(B) Other	Free	Free
09.10	Thyme, saffron and bay leaves; other spices:		
	(A) Bay leaves, ginger and cassia bark, ground; ground mixtures containing bay leaves, ginger, cassia bark or any spice falling within heading No. 09.04(A), 09.06(A), 09.07(A), 09.08(A) or 09.09(A)	6d. per lb.	4.8d. per lb.
	(B) Other	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
10.06	Rice	Free	Free
11.04	Flours of the fruits falling within any heading in Chapter 8:  (A) Flours of nuts:  (2) Other than ground almonds	10%	Free
13.01	Raw vegetable materials of a kind used primarily in dyeing or in tanning	Free	Free
13.02	Shellac, seed lac, stick lac and other laacs; natural gums, resins, gum-resins and balsams	Free	Free
14.01	Vegetable materials of a kind used primarily for plaiting (for example, cereal straw, cleaned, bleached or dyed, osier, reeds, rushes, rattans, bamboos, raffia and lime bark)	Free	Free
14.02	Vegetable materials, whether or not put up on a layer or between two layers of other material, of a kind used primarily as stuffing or as padding (for example, kapok, vegetable hair and eel-grass)	Free	Free
14.03	Vegetable materials of a kind used primarily in brushes or in brooms (for example, sorgho, piassava, couch-grass and istle), whether or not in bundles or hanks	Free	Free
14.04	Hard seeds, pips, hulls and nuts, of a kind used for carving (for example, corozo and dom)	Free	Free
14.05	Vegetable products not elsewhere specified or included	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
15.07	Fixed vegetable oils, fluid or solid, crude, refined or purified:		
	(A) Palm oil, unbleached or unrefined; tung or china wood oil; olive oil; almond oil; croton oil; wheat germ oil; castor oil	Free	Free
	ex(B) Palm kernel, cocoa and soya oil	50%	36%
	ex(B) Other	50%	40%
15.09	Degras	Free	Free
15.10	Fatty acids; acid oils from refining; fatty alcohols	Free	Free
15.11	Glycerol and glycerol lyes	Free	Free
15.12	Animal or vegetable oils and fats, wholly or partly hydrogenated, or solidified or hardened by any other process, whether or not refined, but not further prepared:		
	(A) Animal fats and oils, other than fish fats and oils	£4. 4s. Od. per cwt.	£3. 0s. 5d. per cwt.
	(B) Fish fats and oils, refined	50%	36%
	(C) Vegetable fats and oils:		
	(1) Tung or china wood oil; olive oil; castor oil; almond oil; croton oil; wheat germ oil; unbleached unrefined palm oil	Free	Free
	(2) Other	50%	36%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
15.13	Margarine, imitation lard and other prepared edible fats:		
	(A) Margarine	50%	40%
	(B) Other		
	(2) not of animal (other than fish) origin	50%	40%
15.17	Residues resulting from the treatment of fatty substances or animal or vegetable waxes	Free	Free
16.04	Prepared or preserved fish, including caviar and caviar substitutes:		
	(A) In sealed bottles, jars, kegs, pots, tins or cans:		
	(2) Caviar and caviar substitutes	45%	40.5%
	(3) Other than salmon	45%	45%
18.01	Cocoa beans, whole or broken, raw or roasted	Free	Free
18.02	Cocoa shells, husks, skins and waste	Free	Free
20.06	Fruit otherwise prepared or preserved, whether or not containing added sugar or spirit:		
	(A) Sweetened:		
	(1) In syrup in sealed tins or cans:		
	ex (c) Pineapple, peaches, fruit cocktail and grapefruit		
	(i) Containing added sugar	4.5d. per lb.	4.5d. per lb.

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
20.06 (contd.)	(ii) Not containing added sugar	4.5d. per lb.	4.5d. per lb.
21.03	Mustard flour and prepared mustard: (B) Other than liquid and quasi liquid preparations	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

## Chapter 25

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
25.01	Common salt (including rock salt, sea salt and table salt); pure sodium chloride; salt liquors; sea water	Free	Free
25.02	Unroasted iron pyrites	Free	Free
25.03	Sulphur of all kinds, other than sublimed sulphur, precipitated sulphur and colloidal sulphur	Free	Free
25.04	Natural graphite	Free	Free
25.05	Natural sands of all kinds, whether or not coloured, other than metal bearing sands falling within heading No. 26.01	Free	Free
25.06	Quartz (other than natural sands); quartzite, including quartzite not further worked than roughly split, roughly squared or squared by sawing:		
	(C) Other than (1) Quartzite sawn on more than two surfaces and (2) Quartz or quartzite in powder form containing, when dried at a temperature of 100°C., not less than 92% by weight of uncombined silica	Free	Free
25.07	Clay (for example, kaolin and bentonite), andalusite, kyanite and sillimanite, whether or not calcined, but not including expanded clays falling within heading No. 68.07; mullite; chamotte and dinas earths:		
	(A) In powder form containing, when dried at a temperature of 100°C., not less than 92% by weight of uncombined silica	33.3%	26.7%
	(B) Other	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
25.08	Chalk: (A) Whiting or whitening	1s. per cwt.	9.6d. per cwt.
	(B) Other	Free	Free
25.09	Earth colours, whether or not calcined or mixed together; natural micaceous iron oxides	Free	Free
25.10	Natural calcium phosphates, natural aluminium calcium phosphates, apatite and phosphatic chalk: (B) Other than ground	Free	Free
25.11	Natural barium sulphate (barytes); natural barium carbonate (witherite), whether or not calcined, other than barium oxide	Free	Free
25.12	Infusorial earths, siliceous fossil meals and similar siliceous earths (for example, kieselguhr, tripolite or diatomite), whether or not calcined, of an apparent specific gravity of 1 or less	Free	Free
25.13	Pumice stone; emery; natural corundum, natural garnet and other natural abrasives, whether or not heat-treated (A) In powder form containing, when dried at a temperature of 100°C., not less than 92% by weight of uncombined silica	33.3%	26.7%
	(B) Other	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
25.16	Granite, porphyry, basalt, sandstone and other monumental and building stone, including such stone not further worked than roughly split, roughly squared or squared by sawing:		
	(B) Other than sawn on more than two surfaces	Free	Free
25.18	Dolomite, whether or not calcined, including dolomite not further worked than roughly split, roughly squared or squared by sawing; agglomerated dolomite (including tarred dolomite):		
	(B) Other than dolomite sawn on more than two surfaces	Free	Free
25.19	Natural magnesium carbonate (magnesite), whether or not calcined, other than magnesium oxide	Free	Free
25.20	Gypsum; anhydrite; calcined gypsum, and plasters with a basis of calcium sulphate, whether or not coloured, but not including plasters specially prepared for use in dentistry:		
	(A) Plaster of Paris, Keene's cement and Parian cement	9d. per cwt.	7.2d. per cwt.
25.23	Portland cement, ciment fondu, slag cement, supersulphate cement and similar hydraulic cements, whether or not coloured or in the form of clinker	30%	24%
25.24	Asbestos	Free	Free
25.25	Meerschaum (whether or not in polished pieces) and amber; agglomerated meerschaum and agglomerated amber, in plates, rods, sticks or similar forms, not worked after moulding; jet	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
25.26	Mica, including splittings; mica waste	Free	Free
25.27	Natural steatite, including natural steatite not further worked than roughly split, roughly squared or squared by sawing; talc:		
	(B) Other than natural steatite sawn on more than two surfaces	Free	Free
25.28	Natural cryolite and natural chiolite	Free	Free
25.29	Natural arsenic sulphides	Free	Free
25.30	Crude natural borates and concentrates thereof (calcined or not), but not including borates separated from natural brine; crude natural boric acid containing not more than eighty-five per cent. of $H_3BO_3$ calculated on the dry weight	Free	Free
25.31	Felspar, leucite, nepheline and nepheline syenite; fluorspar	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 26

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
26.01	Metallic ores and concentrates and roasted iron pyrites	Free	Free
26.02	Slag, dross, scalings and similar waste from the manufacture of iron or steel	Free	Free
26.03	Ash and residues (other than from the manufacture of iron or steel), containing metals or metallic compounds	Free	Free
26.04	Other slag and ash, including kelp	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

## Chapter 27

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
ex 27.01	Coal other than gas coal and anthracite; briquettes, ovoids and similar solid fuels manufactured from coal other than anthracite	3s. per ton	Free
27.03	Peat (including peat litter), whether or not agglomerated	Free	Free
27.06	Tar distilled from coal, from lignite or from peat, and other mineral tars, including partially distilled tars and blends of pitch with creosote oils or with other coal tar distillation products	3d. per cwt.	Free
27.08	Pitch and pitch coke, obtained from coal tar or from other mineral tars:		
	(A) Pitch	3d. per cwt.	Free
27.10	Petroleum oils and oils obtained from bituminous minerals, other than crude; preparations not elsewhere specified or included, containing not less than seventy per cent. by weight of petroleum oils or of oils obtained from bituminous minerals, these oils being the basic constituents of the preparations:		
	(A) Heavy oils as defined in Note 5(b) to Chapter 27 of the Irish Tariff	50%	36%
27.15	Bitumen and asphalt, natural; bituminous shale, asphaltic rock and tar sands:		
	(B) Bitumen and asphalt	3d. per cwt.	Free
27.16	Bituminous mixtures based on natural asphalt, on natural bitumen, on petroleum bitumen, on mineral tar or on mineral tar pitch (for example, bituminous mastics, cut-backs)	3d. per cwt.	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 29

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
29.05	Cyclic alcohols and their halogenated, sulphonated, nitrated or nitrosated derivatives:  (A) Sulphonated derivatives of alcohols suitable for use as soap substitutes	75%	60%

SCHEDULE LVI - IRELANDPART I - (continued)Chapter 30

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
30.03	<p>Medicaments (including veterinary medicaments):</p> <p>(A) Sterile injection liquids put up in glass containers (other than those stoppered at both ends) of a capacity not exceeding 1,250 cubic centimetres, excluding the following —</p> <p>Sera</p> <p>Substances of animal origin and synthetic hormones (other than adrenaline, progesterone and stilboestrol)</p> <p>Antibiotics and preparations thereof</p> <p>Salts and preparations of antimony, arsenic, bismuth, copper, gold, iodine or iron</p> <p>Vitamins (other than B group and vitamin K or its analogues)</p> <p>Dextran</p> <p>Antihistamine substances</p> <p>Sulphonamides</p> <p>Barbituric acid derivatives</p> <p>(C) Liquid paraffin</p> <p>(D) Sweetened lozenges and pastilles</p>	<p>50% or 15s. per 100 containers*</p> <p>50%</p> <p>1s.6d. per lb.</p>	<p>40% or 12s. per 100 containers*</p> <p>40%</p> <p>1s.2.4d. per lb.</p>

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
30.03 (contd.)	(E) Disinfectants and antiseptics containing a coal tar derivative, pine oil, chloroxylenol or chlorocresol, insecticides, verminicides, vermicides and fungicides, suitable for use either without further preparation or on the mere addition of water, excluding single chemically defined elements or compounds	5%	40%
	(G) Other:		
	(1) Tablets imported in quantities exceeding 100 tablets at any one time, and materials so prepared as to be suitable without further substantial processing for compression into tablets, excluding hypodermic tablets and mouth-wash tablets and materials therefor	75%	60%
	(2) Other, except wines and preparations containing malt extract (not being sweetened lozenges or pastilles):		
	(a) Sweetened:		
	(i) If the customary trade unit of quantity is reckoned by weight	2.5d. per lb.	2d. per lb.
	(ii) If the customary trade unit of quantity is reckoned by measure	2s.1d. per gallon	1s.8d. per gallon
	(b) Unsweetened	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

## Chapter 31

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
31.01	Guano and other natural animal or vegetable fertilisers, whether or not mixed together, but not chemically treated	Free	Free
31.03	Mineral or chemical fertilisers, phosphatic: ex (C) Basic slag	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 32

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
32.01	Tanning extracts of vegetable origin	Free	Free
32.02	Tannins (tannic acids), including water-extracted gall-nut tannin, and their salts, ethers, esters and other derivatives	Free	Free
32.04	Colouring matter of vegetable origin (including dyewood extract and other vegetable dyeing extracts, but excluding indigo) or of animal origin	Free	Free
32.06	Colour lakes	Free	Free
32.07	Other colouring matter; inorganic products of a kind used as luminophores	Free	Free
32.08	Prepared pigments, prepared opacifiers and prepared colours, vitrifiable enamels and glazes, liquid lustres and similar products, of the kind used in the ceramic, enamelling and glass industries; engobes (slips); glass frit and other glass, in the form of powder, granules or flakes:		
	(A) Vitrifiable enamels in liquid or paste form	50%	40%
	(B) Liquid lustres, other than precious metal lustres	50%	40%
32.09	Varnishes and lacquers; distempers; prepared water pigments of the kind used for finishing leather; paints and enamels; pigments in linseed oil, white spirit, spirits of turpentine, varnish or other paint or enamel media; stamping foils; dyes in forms or packings of a kind sold by retail;		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
32.09 (contd.)	(A) Paints and enamels; distempers in liquid or paste form; pigments; cellulose varnishes, cellulose lacquers and other preparations, in liquid or paste form, which are based on cellulose nitrate or other cellulose derivatives in solvents or diluents; stamping foils; dyes in forms or packings of a kind sold by retail	75%	60%
32.11	Prepared driers	50%	40%
32.12	Glassiers' putty; grafting putty; painters' fillings, and stopping, sealing and similar mastics, including resin mastics and cements:		
	(A) Based on calcium carbonate and linseed oil	50%	40%

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SCHEDULE LXI - IRELANDPART I - (continued)

## Chapter 33

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
33.01	Essential oils (terpeneless or not); concretes and absolutes; resinoids	Free	Free
33.02	Terpenic by-products of the diterpenation of essential oils	Free	Free
33.03	Concentrates of essential oils in fats, in fixed oils, or in waxes or the like, obtained by cold absorption or by maceration	Free	Free
33.06	Perfumery, cosmetics and toilet preparations:  (B) Shaving creams; shampoos	75%	60%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 34

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
34.01	Soap, including medicated soap	75%	60%
34.02	Organic surface-active agents; surface-active preparations and washing preparations, whether or not containing soap	75%	60%
34.05	Polishes and creams, for footwear, furniture or floors, metal polishes, scouring powders and similar preparations, but excluding prepared waxes falling within heading No. 34.04:		
	(A) Polishing preparations:		
	(2) Other than preparations for use on articles or materials in the course of manufacture	33.3%	26.7%
	(B) Scouring preparations:		
	(1) Containing soap or other detergent	75%	60%
34.06	Candles, tapers, nightlights and the like	37.5%	30%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 37

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
37.01	Photographic plates and film in the flat, sensitised, unexposed, of any material other than paper, paperboard or cloth	Free	Free
37.02	Film in rolls, sensitised, unexposed, perforated or not:		
	(A) Cinematograph film; X-ray film; microfilm	Free	Free
	(B) Other:		
	(2) Exceeding 3 inches in width	Free	Free
37.03	Sensitised paper, paperboard and cloth, unexposed or exposed but not developed:		
	(B) Paperboard:		
	(1) In cut sheets measuring not less than 55 square inches in superficial area, or in rolls	Free	Free
	(C) Cloth	Free	Free
37.04	Sensitised plates and film, exposed but not developed, negative or positive	Free	Free
37.05	Plates, unperforated film and perforated film (other than cinematograph film), exposed and developed, negative or positive:		
	(A) Negatives; positives of a technical or scientific nature; single positives made from photographs taken outside the State, imported by the proprietor of a newspaper, magazine or other publication for the purposes of his trade or business as such proprietor	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
37.05 (contd.)	(B) Other	33.3%	26.7%
37.06	Cinematograph film, exposed and developed, consisting only of sound track, negative or positive	Free	Free
37.07	Other cinematograph film, exposed and developed, whether or not incorporating sound track, negative or positive	Free	Free
37.08	Chemical products and flash light materials, of a kind and in a form suitable for use in photography	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 38

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
38.01	Artificial graphite; other than suspensions in oil	Free	Free
38.02	Animal black (for example, bone black and ivory black), including spent animal black	Free	Free
38.03	Activated carbon (decolourising, depolarising or adsorbent); activated diatomite, activated clay, activated bentonite and other activated natural mineral products	Free	Free
38.04	Ammoniacal gas liquors and spent oxide produced in coal gas purification	Free	Free
38.05	Tall oil	Free	Free
38.07	Spirits of turpentine (gum, wood and sulphate) and other terpenic solvents produced by the distillation or other treatment of coniferous woods; crude dipentene; sulphite turpentine; pine oil (excluding "pine oils" not rich in terpineol):  (B) Other than hydrocarbon oils	Free	Free
38.08	Rosin and resin acids, and derivatives thereof other than ester gums included in heading No. 39.05; rosin spirit and rosin oils:  (B) Other than hydrocarbon oils	Free	Free
38.09	Wood tar; wood tar oils (other than the composite solvents and thinners falling within heading No. 38.18); wood creosote; wood naphtha; acetone oil:  (A) Wood tar  (C) Other than hydrocarbon oils	3d per cwt. Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
38.10	Vegetable pitch of all kinds; brewers' pitch and similar compounds based on resin or on vegetable pitch; foundry core binders based on natural resinous products:		
	(A) Pitch and compounds based thereon	3d per cwt.	Free
	(B) Other	Free	Free
38.11	Disinfectants, insecticides, fungicides, weed-killers, anti-sprouting products, rat poisons and similar products, put up in forms or packings for sale by retail or as preparations or as articles (for example, sulphur-treated bands, wicks and candles, fly-papers):		
	(A) Flycatchers	37.5% or 0.75d. each "	30% or 0.6d. each "
	(B) Other	50%	40%
38.12	Prepared glazings, prepared dressings and prepared mordants, of a kind used in the textile, paper, leather or like industries	Free	Free
38.13	Pickling preparations for metal surfaces; fluxes and other auxiliary preparations for soldering, brazing or welding; soldering, brazing or welding powders and pastes consisting of metal and other materials; preparations of a kind used as cores or coatings for welding rods and electrodes	Free	Free

\* The rate applicable is whichever is the greater.

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
38.14	Anti-knock preparations, oxidation inhibitors, gum inhibitors, viscosity improvers, anti-corrosive preparations and similar prepared additives for mineral oils	Free	Free
38.16	Prepared culture media for development of micro-organisms	Free	Free
38.17	Preparations and charges for fire-extinguishers; charged fire-extinguishing grenades:		
	(B) Other than charges for fire-extinguishers	Free	Free
38.19	Chemical products and preparations of the chemical or allied industries (including those consisting of mixtures of natural products), not elsewhere specified or included; residual products of the chemical or allied industries, not elsewhere specified or included:		
	(C) Metallic naphthenates including such naphthenates prepared for use by the addition of excipients, diluents or solvents	50%	40%
	(D) Foundry core binders with a basis of starch or dextrin	37.5% or 3d. per lb #	30% or 2.4d. per lb #
	(E) Deodorants and air fresheners wholly or partly of naphthalene or paradichlorobenzene in solid form other than in flake, powder or granular form	50%	40%

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I-(continued)Chapter 39

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.01	Condensation, polycondensation and polyaddition products, whether or not modified or polymerised, and whether or not linear (for example, phenoplasts, aminoplasts, alkyls, polyallyl esters and other unsaturated polyesters, silicones):		
	(A) Polyurethane foam, polyurethane sponge and other cellular or expanded forms of polyurethane, being materials having qualities of resiliency and flexibility	50%	40%
	(C) Pressure sensitive, self-adhesive tape having an adhesive coating on one surface only (other than reflector tape and tape with a backing of foam or sponge material)	60%	48%
	(D) Pressure sensitive, self-adhesive material suitable for conversion by cutting or similar operation into tape of subheading (C) of this heading	60%	48%
	(E) Other:		
	(1) Plates, sheets and strip	50%	40%
39.02	Polymerisation and copolymerisation products (for example, polyethylene, polytetrahaloethylenes, polyisobutylene, polystyrene, polyvinyl chloride, polyvinyl acetate, polyvinyl chloroacetate and other polyvinyl derivatives, polyacrylic and polymethacrylic derivatives, coumarone-indene resins):		

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.02 (contd.)	(A) Seamless tubes, other than lay-flat tubes, which are imported in coil form or wound on drums or other supports	50%	40%
	(C) Seamless tubes of polyethylene film which does not exceed five-thousandths of an inch in thickness, excluding artificial sausage casings	37.5%	30%
	(D) Floor coverings	2s. per sq. yd.	1s. 7.2d. per sq. yd.
	(E) Pressure sensitive, self-adhesive tape having an adhesive coating on one surface only (other than reflector tape and tape with a backing of foam or sponge material)	60%	48%
	(F) Pressure sensitive, self-adhesive material suitable for conversion by cutting or similar operation into tape of subheading (E) of this heading	60%	48%
	(G) Other:		
	(1) Plates, sheets and strip	50%	40%
	(2) Polyethylene film of a thickness not exceeding five-thousandths of an inch	37.5%	30%

SCHEDULE LXI. — IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.03	<p>Regenerated cellulose; cellulose nitrate, cellulose acetate and other cellulose esters, cellulose ethers and other chemical derivatives of cellulose, plasticised or not (for example, collodions, celluloid); vulcanised fibre:</p> <p>(A) Vulcanised fibre:</p> <p>(1) Seamless tubes</p> <p>(B) Other:</p> <p>(1) Liquids or pastes which are based on cellulose nitrate or other cellulose derivatives in solvents or diluents</p> <p>(3) Pressure sensitive, self-adhesive tape having an adhesive coating on one surface only (other than reflector tape and tape with a backing of foam or sponge material)</p> <p>(4) Pressure sensitive, self-adhesive material suitable for conversion by cutting or similar operation into tape of subheading (3) of this heading</p> <p>(5) Other:</p> <p>(a) Plates, sheets and strip</p>	50% 75% 60% 60%	40% 60% 48% 48%

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.04	Hardened proteins (for example, hardened casein and hardened gelatin): (B) Plates, sheets and strip	50%	40%
39.05	Natural resins modified by fusion (run gums); artificial resins obtained by esterification of natural resins or of resinic acids (ester gums); chemical derivatives of natural rubber (for example, chlorinated rubber, rubber hydrochloride, oxidised rubber, cyclised rubber): (B) Plates, sheets and strip	50%	40%
39.06	Other high polymers, artificial resins and artificial plastic materials, including alginic acid, its salts and esters; linoxyn:	50%	40%
39.07	Articles of materials of the kinds described in headings Nos. 39.01 to 39.06: (A) Electric lighting appliances and fittings: (1) Fixtures and fittings for fluorescent lighting (2) Lampshades, the following: Lampshades made of a cellulose product and which incorporate a frame of any material	60%	48%

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.07 (contd.)	<p>Conical lampshades of a height not exceeding 4½ inches and of a maximum diameter not exceeding 10 inches</p> <p>Other lampshades of circular cross-section, of a height not exceeding 7 inches and of a maximum diameter not exceeding 7 inches</p> <p>(4) Other than electric table lamps and standards for such lamps:</p> <p>(a) Articles of a kind commonly used for domestic purposes (including lampshades not falling within subheading (A) (2) of this heading)</p> <p>(3) Fittings for doors, windows and furniture; suspension hooks; name plates and sign plates; numbers and letters:</p> <p>(1) Door finger-plates</p> <p>(2) Other</p> <p>(C) Trays of every description; inkstands</p> <p>(D) Other articles of a kind commonly used for domestic or toilet purposes or for indoor decoration; builders' sanitary ware for indoor use;</p>		

SCHEDULE I - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.07 (contd.)	(1) Cups, saucers and plates; goblets; containers for salt, pepper and mustard, or any of them; egg-cups and egg-stands; spoons; napkin or serviette rings; salad servers; jugs; sugar basins; teapot stands, flower-pot stands and other similar stands; book-ends	50%	40%
	(2) Seats, covers and combined seats and covers for water closet basins	50%	40%
	(3) Pot scrubbers of knitted fabric (not being knitted articles falling within heading No. 60.05)	50%	40%
	(4) Cake decorations and artificial flowers (not being articles falling within heading No. 67.02)	60%	48%
	(5) Representations of houses, cottages, castles or similar buildings or of round towers, other than articles of a religious character	60%	48%
	(6) Other	37.5%	30%
(E)	bottles, flagons, bags, boxes, pots, jars, cases, sachets, and similar articles; stoppers, lids and caps;		
(2)	Screw caps for bottles and jars	50%	40%

SCHEDULE I—IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.07 (contd.)	(3) Other than carboys and containers for photographic colour transparencies	37.5%	30%
	(F) Articles of apparel and clothing accessories:		
	(3) Articles and accessories other than shirt collars, belts, dress shields, shoulder pads and other such pads, life jackets and parts of the goods of the heading	75%	60%
	(G) Carrycots and similar articles and hoods and aprons suitable therefor	75%	60%
	(H) Filing or loose-leaf covers, binders and similar articles	50%	40%
	(I) Trees, stretchers and fillers for footwear	60%	48%
	(K) Handles for knives	75%	60%
	(L) Handles for tools other than knives	37.5%	30%
	(M) Watch straps and watch bracelets	60%	48%
	(O) Advertising signs of the box type	75%	60%
	(Q) Tubes (not being seamless tubes of heading No.39.03), sleeves, bobbins, spools and similar articles of vulcanised fibre	50%	40%

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
39.07 (contd.)	(R) Tubes (other than lay-flat tubes) which are imported in coil form or wound on drums or other supports, being seamless tubes with attached fittings or other tubes with or without attached fittings	50%	40%
	(T) Polyethylene film of a thickness not exceeding five thousandths of an inch, including such film in the form of tubes obtained by sealing but excluding artificial sausage casings	37.5%	30%
	(U) Knitted fabric suitable for the manufacture of pot scourers (not being knitted fabric of heading No. 60.01)	50%	40%
	(V) Material of a kind described in heading No. 39.01 (A), in shapes or pieces suitable for upholstery	50%	40%

SCHEDULE LXI - IRELANDPART I (continued)Chapter 40

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
40.01	Natural rubber latex, whether or not with added synthetic rubber latex; pre-vulcanised natural rubber latex; natural rubber, balata, gutta-percha and similar natural gums	Free	Free
40.03	Reclaimed rubber	Free	Free
40.04	Waste and parings of unhardened rubber; scrap of unhardened rubber, fit only for the recovery of rubber; powder obtained from waste or scrap of unhardened rubber	Free	Free
ex 40.05	Plates, sheets and strip, of unvulcanised natural rubber, other than smoked sheets and crepe sheets of heading No. 40.01; granules of unvulcanised natural rubber compounded ready for vulcanisation; unvulcanised natural rubber, compounded before or after coagulation either with carbon black (with or without the addition of mineral oil) or with silica (with or without the addition of mineral oil), in any form, of a kind known as masterbatch	Free	Free
40.06	Unvulcanised natural or synthetic rubber, including rubber latex, in other forms or states, (for example, rods, tubes and profile shapes, solutions and dispersions); articles of unvulcanised natural or synthetic rubber (for example coated or impregnated textile thread; rings and discs): (A) Adhesive solutions	50%	40%

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
40.07	Vulcanised rubber thread and cord, whether or not textile covered, and textile thread covered or impregnated with vulcanised rubber:		
	(A) Vulcanised rubber thread and cord, textile covered	80%	64%
40.08	Plates, sheets, strip, rods and profile shapes, of unhardened vulcanised rubber:		
	(A) Plates, sheets and strip suitable for use in the manufacture or repair of soles, insoles or heels of footwear	50%	40%
40.13	Articles of apparel and clothing accessories (including gloves), for all purposes, of unhardened vulcanised rubber:		
	(B) Guards and protectors for use in games or sport	10%	8%
40.14	Other articles of unhardened vulcanised rubber:		
	(A) Rubber parts of date and marking stamps	15%	12%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 41.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
41.02	Bovine cattle leather (including Buffalo leather) and equine leather, except leather falling within heading No. 41.06, 41.07 or 41.08:  (A) Chrome-tanned leather having a chromium oxide content of not less than 3 per cent  (B) Other	40%  75% or 9d. per lb. <sup>+</sup>	32%  60% or 7.2d. per lb. <sup>+</sup>
41.03	Sheep and lamb skin leather, except leather falling within heading No. 41.06, 41.07 or 41.08:  (A) Chrome-tanned leather having a chromium oxide content of not less than 3 per cent  (B) Other	40%  75% or 9d. per lb. <sup>+</sup>	32%  60% or 7.2d. per lb. <sup>+</sup>
41.10	Composition leather with a basis of leather or leather fibre, in slabs, in sheets or in rolls	50%	40%

<sup>+</sup> The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 42.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
42.01	<p>Saddlery and harness, of any material (for example, saddles, harness, collars, traces, knee-pads and boots), for any kind of animal:</p> <p>(A) Collars, leads and muzzles for dogs; covers, saddle cloths and the like for animals</p>	40%	32%
42.02	<p>Travel goods (for example, trunks, suit-cases, hat-boxes, travelling-bags, rucksacks), shopping-bags, handbags, satchels, brief-cases, wallets, purses, toilet-cases, tool-cases, tobacco-pouches, sheaths, cases, boxes (for example, for arms, musical instruments, binoculars, jewellery, bottles, collars, footwear, brushes) and similar containers, of leather or of composition leather, of vulcanised fibre, of artificial plastic sheeting, of paperboard or of textile fabric:</p> <p>(B) Cases, boxes and other containers for musical instruments</p> <p>(C) Cases and boxes of a kind normally sold with, or used in the display of, clocks, watches, studs, cuff-links, or articles of personal adornment, being containers having a foundation of wood or paperboard</p> <p>(D) Other but not including covered trunks having a foundation of wood and school satchels</p>	33.3% 50% 60%	26.7% 40% 48%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
42.03	Articles of apparel and clothing accessories, of leather or of composition leather:		
	(A) Watch straps and watch bracelets	60%	48%
	(C) Guards and protectors for use in games and sport	10%	8%
	(D) Other but not including braces, belts and bandoliers and wrist straps not included in heading (A)	75%	60%
42.04	Articles of leather or of composition leather of a kind used in machinery or mechanical appliances or for industrial purposes:		
	(A) Transmission belts and belting	20%	16%
42.05	Other articles of leather or of composition leather:		
	(A) Welting suitable for use in the manufacture of footwear	50%	40%
	(B) Lampshades	50%	40%
	(C) Cases for pouffes	75%	60%
	(D) Leather and composition leather cut to shape or otherwise made up for use in the manufacture of articles of apparel or head-gear	75%	60%
	(E) Parts of bags for golf clubs	40%	32%
	(F) Parts (other than straps) of handbags	60%	48%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 43.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
43.02	Furskins, tanned or dressed, including furskins assembled in plates, crosses and similar forms; pieces or cuttings, of furskin, tanned or dressed, including heads, paws, tails and the like (not being fabricated):  (B) Furskins (including assemblies of furskins) and pieces or cuttings of furskins which have undergone any process of manufacture other than dressing, tanning or dyeing and are suitable for use in the manufacture of articles of apparel or clothing accessories but not including sheepskins and pieces or cuttings thereof	75%	60%
43.03	Articles of furskin:  (A) Articles of apparel and clothing accessories and parts thereof; shaped furskins and assemblies of furskins suitable for use in the manufacture of articles of apparel or clothing accessories; trimmings	75%	60%
43.04	Artificial fur and articles made thereof:  (B) Articles of apparel and clothing accessories and parts thereof; shaped pieces, and assemblies of pieces, of artificial fur suitable for use in the manufacture of articles of apparel or clothing accessories	75%	60%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 44

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
44.03	Wood in the rough, whether or not stripped of its bark or merely roughed down	Free	Free
44.04	Wood, roughly squared or half-squared, but not further manufactured	Free	Free
44.15	Plywood, blockboard, laminboard, battenboard and similar laminated wood products (including veneered panels and sheets); inlaid wood and wood marquetry:  (B) Other than veneered with wood:  (1) Blockboard, laminboard and battenboard, not faced with metal	37.5%	30%
44.23	Builders' carpentry and joinery (including prefabricated and sectional buildings and assembled parquet flooring panels)	50%	40%

SCHEDULE LXI - IRELAND

## PART I - (continued)

## Chapter 45

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
45.01	Natural cork, unworked, crushed, granulated or ground; waste cork	Free	Free
45.02	Natural cork in blocks, plates, sheets or strips (including cubes or square slabs, cut to size for corks or stoppers)	Free	Free
45.03	Articles of natural cork	Free	Free
45.04	Agglomerated cork (being cork agglomerated with or without a binding substance) and articles of agglomerated cork	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 48.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
48.01	Paper and Paperboard (including cellulose wadding), machine-made, in rolls or sheets: (B) Paperboard: ex (1) Felt in rolls and exceeding seventy inches in width, of straw ex (2) Other, of straw	6d. per sq. yd. 37.5%	4.8d. per sq. yd. 30%
48.04	Composite paper or paperboard (made by sticking flat layers together with an adhesive), not surface-coated or impregnated, whether or not internally reinforced, in rolls or sheets: (B) Paperboard: ex (2) Other than paperboard combined with composition leather, of straw	37.5%	30%
48.16	Boxes, bags and other packing containers of paper or paperboard: ex (B) Moulded sheets of paper or paperboard for packing eggs	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 50

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
50.01	Silk-worm cocoons suitable for reeling	Free	Free
50.02	Raw Silk (not thrown)	Free	Free
50.03	Silk waste (including cocoons unsuitable for reeling, silk noils and pulled or garnetted rags):		
	(A) Flock	75%	60%
	(B) Rovings containing wool or hair	50%	40%
50.08	Silk-worm gut; imitation catgut of silk	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 51

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
51.01	Yarn of man-made fibres (continuous), not put up for retail sale:  (A) Yarn, wholly of viscose, acetate or cuprammonium rayon; yarn not subjected to any one or more of the following processes or any processes similar thereto, that is to say, bulking, dyeing, doubling, throwing or sizing and not wound on a cone or cheese	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 53

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
53.01	Sheep's or lambs' wool not carded or combed	Free	Free
53.02	Other animal hair (fine or coarse) not carded or combed	Free	Free
53.03	Waste of sheep's or lambs' wool or of other animal hair (fine or coarse), not pulled or garnetted:		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
53.04	Waste of sheep's or lambs' wool or of other animal hair (fine or coarse), pulled or garnetted (including pulled or garnetted rags):		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
53.05	Sheep's or lambs' wool or other animal hair (fine or coarse), carded or combed:		
	(A) Rovings	50%	40%
53.06	Yarn of carded sheep's or lambs' wool (woollen yarn), not put up for retail sale	50%	40%
53.07	Yarn of combed sheep's or lambs' wool (worsted yarn), not put up for retail sale	50%	40%
53.08	Yarn of fine animal hair (carded or combed), not put up for retail sale	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
53.09	Yarn of horsehair or of other coarse animal hair, not put up for retail sale	50%	40%
53.10	Yarn of sheep's or lambs' wool, of horsehair or of other animal hair (fine or coarse), put up for retail sale	50%	40%
53.11	Woven fabrics of sheep's or lambs' wool or of fine animal hair:		
	(A) Printed, painted or embossed	50% or 2s. 6d. per sq. yd.*	40% or 2s. per sq. yd.*
	(B) Of a kind commonly used for the manufacture of curtains, for upholstery, or for the covering of furniture, which are not less than 30 centimetres in width, exceed 2½ ounces but do not exceed 20 ounces in weight per square yard and are not printed, painted or embossed	50% or 2s. 6d. per sq. yd.	40% or 2s. per sq. yd.*
	(C) Other:		
	(1) Not less than 30 centimetres in width and not less than 4½ ounces in weight per square yard	75% or 18s. per sq. yd.*	60% or 14s. 5d. per sq. yd.*
	(2) Other:		
	(a) Wholly of wool and/or fine animal hair	Free	Free
	(b) Other	50% or 2s. 6d. per sq. yd.	40% or 2s. per sq. yd.*

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 54

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
54.01	Flax, raw or processed but not spun; flax tow and waste (including pulled or garnetted rags):		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
54.02	(C) Rovings containing wool or hair	50%	40%
	Ramie, raw or processed but not spun; ramie noils and waste (including pulled or garnetted rags):		
	(A) Flock	75%	60%
54.03	(B) Engine cleaning waste	50%	40%
	(C) Rovings containing wool or hair	50%	40%
	Flax or ramie yarn, not put up for retail sale:		
(A)	Multiple or cabled, of flax	100%	67.5%
	(B) Single, of flax, put up in balls	60%	40.5%
	(C) Other:		
(1)	Containing wool, hair or man-made fibres (continuous)	50%	36%
	(2) Other	Free	Free
54.04	Flax or ramie yarn, put up for retail sale:		
	(A) Of Flax	100%	67.5%
	(B) Other:		
(1)	Containing wool or hair	50%	36%

SCHEDULE LXI - IRELAND

## PART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
54.04 (contd.)	(2) Other	Free	Free
54.05	Woven fabrics of flax or of ramie:		
	(A) Printed, painted or embossed	50% or 2s.6d. per sq. yd.*	40% or 2s. per sq. yd.*
	(B) Of a kind commonly used for the manufacture of curtains, for upholstery, or for the covering of furniture, which are not less than 30 centimetres in width, exceed 2½ ounces but do not exceed 20 ounces in weight per square yard and are not printed, painted or embossed	50% or 2s.6d. per sq. yd.*	40% or 2s. per sq.yd.*
	(C) Other:		
	(1) Containing more than 60 per cent by weight of linen	40%	32%
	(2) Not less than 30 centimetres in width, the following:		
	(a) Containing wool or fine animal hair and not less than 4½ ounces in weight per square yard	75% or 18s. per sq.yd.*	60% or 11s.5d. per sq. yd.*
	(b) Other, the following:	75% or 18s. per sq.yd.*	60% or 9s. per sq.yd.*
	Containing man-made fibres and exceeding 8 ounces in weight per square yard (other than ticken)		
		* The rate applicable is whichever is the greater	

SCHEDULE LVI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
54.05 (Contd.)	Containing man-made fibres, not less than $4\frac{1}{2}$ ounces nor more than 8 ounces in weight per square yard and suitable for use in the manufacture of women's dresses or women's or men's suits (other than as linings)	"See preceding page for rates"	
	(3) Other	50% or 2s.6d. per sq.yd.*	40% or 2s. per sq.yd.*

\* The rate applicable is whichever is the greater.

SCHEDULE LXI — IRELANDPART I (continued)Chapter 55.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
55.01	Cotton not carded or combed	Free	Free
55.02	Cotton linters	Free	Free
55.03	Cotton waste (including pulled or garnetted rags), not carded or combed:		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
	(C) Other	Free	Free
55.04	Cotton, carded or combed:		
	(C) Other than cotton wool and rovings containing wool or hair	Free	Free

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SCHEDULE LXI - IRELANDPART I (continued)

## Chapter 56.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
56.01	Man-made fibres (discontinuous), not carded, combed or otherwise prepared for spinning	Free	Free
56.03	Waste (including yarn waste and pulled or garnetted rags) of man-made fibres (continuous or discontinuous), not carded, combed or otherwise prepared for spinning:		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
56.04	Man-made fibres (discontinuous or waste), carded, combed or otherwise prepared for spinning:		
	(A) Imitation cotton wool	50%	40%
	(B) Rovings containing wool or hair	50%	40%

SCHEDULE LXI - IRELANDPART I (continued)

## Chapter 57

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
57.01	True hemp ( <i>Cannabis sativa</i> ), raw or processed but not spun; tow and waste of true hemp (including pulled or garnetted rags or ropes):		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
	(C) Rovings containing wool or hair	50%	40%
57.02	Manila hemp ( <i>abaca</i> ) ( <i>Musa textilis</i> ), raw or processed but not spun; tow and waste of manila hemp (including pulled or garnetted rags or ropes):		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
57.04	Other vegetable textile fibres, raw or processed but not spun; waste of such fibres (including pulled or garnetted rags or ropes):		
	(A) Flock	75%	60%
	(B) Engine cleaning waste	50%	40%
	(C) Rovings containing wool or hair	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 58

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
58.01	Carpets, carpeting and rugs, knotted (made up or not)	60%	48%
58.02	Other carpets, carpeting, rugs, mats and matting, and "Kelim", "Schumacks" and "Karamanic" rugs and the like (made up or not):		
	(A) Of coir or any similar substance, excluding jute	15%	12%
	(B) Other:		
	(1) Not exceeding 28 sq. ft. in area in which the pile fabric and the backing are separately woven		
	(b) Other than floor coverings (not including cut-pile carpets) containing more than 75% by weight of jute	60%	48%
58.04	Woven pile fabrics and chenille fabrics (other than terry towelling or similar terry fabrics of cotton falling within heading No. 55.08 and fabrics falling within heading No. 58.05):		
	(B) Other than printed, painted or embossed		
	ex (3) Velvet	Free	Free
58.05	Narrow woven fabrics, and narrow fabrics (bolduc) consisting of warp without weft assembled by means of an adhesive, other than goods falling within heading No. 58.06:		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
58.05 (contd.)	<p>(B) Woven tapes of cotton or of linen not exceeding 2 inches in width (other than tapes falling in subheading (A) of this heading)</p> <p>(C) Bolduo and similar tapes:</p> <p>(1) Of jute, wool or man-made fibres</p> <p>(2) Other</p> <p>(D) Bias binding and bias banding:</p> <p>(2) Other than fabric exceeding <math>4\frac{1}{2}</math> ounces in weight per square yard and containing more than 75 per cent. by weight of jute:</p> <p>(a) Of jute, wool or man-made fibres</p> <p>(b) Other</p> <p>(E) Woven fabrics suitable for use in the manufacture of bandages or medical or surgical dressings or absorbent sanitary towels:</p> <p>(1) Of wool or man-made fibres</p> <p>(2) Other</p>	60%	48%
58.06	Woven labels, badges and the like, not embroidered, in the piece, in strips or cut to shape or size:	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
58.06 (contd.)	<p>(A) Labels</p> <p>(1) With letters, numbers or designs woven therein</p> <p>(2) Other</p>	50% 33.3%	48% 26.7%
58.07	<p>Chenille yarn, gimped yarn (other than metallised yarn of heading No. 52.01 and gimped horsehair yarn); braids and ornamental trimmings in the piece; tassels, pompons and the like:</p> <p>(B) Braids and ornamental trimmings in the piece:</p> <p>(1) Cord of vegetable fibres excluding machine made braided or plaited material for laces</p> <p>(2) Other:</p> <p>(a) Machine made braided or plaited material:</p> <p>(ii) Other than material for laces:</p> <p>(I) Of wool or man-made fibres</p> <p>(II) Other</p>	60%	48%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 59

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
59.03	Bonded fibre fabrics, similar bonded yarn fabrics, and articles of such fabrics, whether or not impregnated or coated:  (A) If impregnated or coated with artificial plastic material or if oilcloth or leathercloth, and exceeding four inches in width  (B) Bias banding  (C) Printed sheets suitable for conversion into labels or tags  (D) Other:  (1) Fabrics, printed, painted or embossed  (2) Other	60%  50%  50%  50% or 2s. 6d. per sq. yd.*  Free	48%  40%  40%  40% or 2s. per sq. yd.*  Free
59.04	Twine, cordage, ropes and cables, plaited or not:  (A) Machine made braided or plaited material:  (1) Of vegetable fibres:  (a) Of jute  (b) Other  (2) Other  (B) Other:  (1) Of jute	60%  60%  60%  60%	48%  48%  48%  48%
*The rate applicable is whichever is the greater			

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
59.04 (contd.)	ex (2) Of other vegetable fibres ex (2) Other	60% Free	48% 48%*
59.08	Textile fabrics impregnated or coated with preparations of cellulose derivatives or of other artificial plastic materials:  (A) Bias binding and bias banding: (1) Containing more than 50 per cent. by weight of cotton (2) Other		
		50%	36%
		50%	36%
59.10	Linoleum and materials prepared on a textile base in a similar manner to linoleum, whether or not cut to shape or of a kind used as floor coverings; floor coverings consisting of a coating applied on a textile base, cut to shape or not:  (A) Inlaid (B) Other		
		2s. per sq. yd.	1s.5.3d. per sq. yd.
		2s. per sq. yd.	1s.5.3d. per sq. yd.
59.11	Rubberised textile fabrics, other than rubberised knitted or crocheted goods:  (A) Leathercloth exceeding 4 inches in width: (1) Containing more than 50 per cent. by weight of cotton (2) Other		
		60%	43.2%
		60%	43.2%
<i>*Duty imposed since base date</i>			

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
59.11 (contd.)	(B) Printed, painted or embossed (other than leathercloth of subheading (A) of this heading):  (1) Containing more than 50 per cent. by weight of cotton  (2) Other	50% or 2s. 6d. per sq. yd.*	36% or 1s. 9.6d. per sq. yd.*
	(C) Other:  (1) Containing not less than 33½ per cent. by weight of rubber (other than fabrics of the nature of tarpaulin)  (2) Other:  (a) Woven, not less than 30 centimetres in width, the following:  (i) Containing wool or fine animal hair and not less than 4½ ounces in weight per square yard  (ii) Other, the following:  Containing man-made fibres and exceeding 8 ounces in weight per square yard (other than ticken)	Free  75% or 18s. per sq. yd.*  75% or 18s. per sq. yd.*	Free  54% or 13s. per sq. yd.*  54% or 8s. 1.2d. per sq. yd.*
	*The rate applicable is whichever is the greater.		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
59.11 (contd.)	<p>(b) Other:</p> <p>(i) Woven, containing more than 60 per cent. by weight of cotton</p> <p>(ii) Other:</p> <p>(I) Woven, not less than 30 centimetres in width:</p> <p>(Ia) Containing more than 50 per cent. by weight of cotton</p> <p>(Ib) Other</p> <p>(II) Other</p>	<p>75% or 4s. per sq. yd.*</p> <p>50% or 2s. 6d. per sq. yd.*</p> <p>50% or 2s. 6d. per sq. yd.*</p> <p>Free</p>	<p>54% or 2s. 10.6d. per sq. yd.*</p> <p>36% or 1s. 9.6d. per sq. yd.*</p> <p>36% or 1s. 9.6d. per sq. yd.*</p> <p>Free</p>
59.13	<p>Elastic fabrics and trimmings (other than knitted or crocheted goods) consisting of textile materials combined with rubber threads:</p> <p>(A) Elastic cord:</p> <p>(1) Containing more than 50 per cent. by weight of cotton</p> <p>(2) Other</p> <p>(B) Other elastic:</p> <p>(1) Not exceeding one inch in width:</p>	<p>80%</p> <p>80%</p>	<p>57.6%</p> <p>57.6%</p>

\* The rate applicable is whichever is the greater.

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
59.13 (contd.)	(a) Containing more than 50 per cent. by weight of cotton	80%	57.6%
	(b) Other	80%	57.6%
	(2) Exceeding one inch but not exceeding two inches in width:		
	(a) Containing more than 50 per cent. by weight of cotton	37.5%	30%
	(b) Other	37.5%	30%
	(3) Exceeding two inches in width	Free	Free
59.17	Textile fabrics and textile articles, of a kind commonly used in machinery or plant:  (A) Articles of wadding containing wool, cotton or man-made fibres, the following:  Milk pads or wads, filter pads or wads, dust pads or wads and respirator pads or wads:		
	(1) Containing more than 50 per cent. by weight of cotton	50%	36%
	(2) Other	50%	36%
	(B) Other	Free	Free

SCHEDULE LXI - IRELANDPART I (continued)Chapter 60

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
60.06	Knitted or crocheted fabric and articles thereof, elastic or rubberised (including elastic knee-caps and elastic stockings): (A) Elastic fabric: (1) Not exceeding one inch in width and imported in the piece or in lengths      30¢      57.6¢ (2) Exceeding one inch in width      Free      Free (B) Rubberised fabric: (1) Knitted: (a) Of wool and/or fine animal hair      75¢      54¢ (b) Other      37.5¢      27¢		

SCHEDULE LXI - IRELANDPART I (continued)Chapter 61.

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
ex 61.06	Shawls:		
	(A) Wholly of linen	37.5%	27%
	(B) Other:		
	(1) Containing more than 50 per cent. by weight of cotton	75%	54%
	(2) Other	75%	54%
61.07	Ties, bow ties and cravats:		
	(A) Containing more than 50 per cent. by weight of cotton	75%	54%
	(B) Other	75%	54%
61.09	Corsets, corset-belts, suspender-belts, brassieres, braces, suspenders, garters and the like (including such articles of knitted or crocheted fabric), whether or not elastic:		
	(B) Other than brassieres:		
	(1) Containing more than 50 per cent. by weight of cotton	75%	54%
	(2) Other	75%	54%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 62

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
62.01	Travelling rugs; blankets: (B) Blankets: (1) Of wool and/or fine animal hair (2) Other: (a) Containing more than 50 per cent. by weight of jute or cotton or linen (b) Other	50% 50% or 10s. each * 50% or 10s. each *	36% 36% or 7s.2.4d. each * 36% or 7s.2.4d. each *
62.02	Bed linen, table linen, toilet linen and kitchen linen; curtains and other furnishing articles: (A) Bedding: (1) Made wholly of linen and unfinished (3) Pillow cases and bolster cases: (a) More than 36 inches in length or 22 inches in width: (i) Containing more than 50 per cent. by weight of jute or cotton or linen (ii) Other	50%	40% 40% or 3s.2.4d. each * 40% or 3s.2.4d. each *

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
62.02 (contd.)	(b) Other:  (i) Containing more than 50 per cent. by weight of jute or cotton or linen  (ii) Other  (4) Tufted bedspreads:  (a) Containing more than 50 per cent. by weight of jute or cotton or linen  (b) Other  (5) Other (except bedsheets and mattress covers):  (a) Containing more than 50 per cent. by weight of jute or cotton or linen  (b) Other  (B) Cases for cushions and the like  (D) Other (except lampshades):  (1) Articles (whether finished or unfinished) of woven material suitable for personal, domestic or household use:	50% or 2s. each *  50% or 2s. each *	40% or 1s. 7. 2d. each *  40% or 1s. 7. 2d. each *  50%  50%  50%  Free

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
62.02 (contd.)	<p>(a) Towels and cloths made wholly of linen:</p> <p>(i) Of terry</p> <p>(ii) Other</p> <p>(b) Towels and cloths not made wholly of linen:</p> <p>(i) Of which the surface area is less than 144 square inches:</p> <p>(I) Containing more than 50 per cent. by weight of jute or cotton or linen</p> <p>(II) Other</p> <p>(ii) Of which the surface area is not less than 144 square inches and is less than 288 square inches:</p> <p>(I) Containing more than 50 per cent. by weight of jute or cotton or linen</p> <p>(II) Other</p>	<p>50% or 4d. each ■</p> <p>50%</p> <p>50% or 4d. each ■</p> <p>50% or 4d. each ■</p>	<p>40% or 3.2d. each ■</p> <p>40%</p> <p>40% or 3.2d. each ■</p> <p>40% or 1s.7.2d. each ■</p> <p>40% or 1s.7.2d. each ■</p>

■ The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
62.02 (contd.)	<p>(iii) Of which the surface area is not less than 288 square inches:</p> <p>(I) Containing more than 50 per cent. by weight of jute or cotton or linen</p> <p>(II) Other</p> <p>(c) Others:</p> <p>(i) Made wholly of linen</p> <p>(ii) Others:</p> <p>(I) Containing more than 50 per cent. by weight of jute or cotton or linen</p> <p>(II) Other</p> <p>(2) Others:</p> <p>(a) Pieces of fabric cut to shape of a kind commonly used for the manufacture of curtains, for upholstery, or for the covering of furniture, which exceed <math>2\frac{1}{2}</math> ounces but do not exceed 20 ounces in weight per square yard, whether or not the edges of the pieces are bound with textile or other material or are hemmed:</p>	50% or 3s. each ■	40% or 2s. 4.8d. each ■

\* The rate applicable is whichever is the greater.

SCHEDULE I(X) - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
62.02 (contd.)	(i) Containing more than 50 per cent. by weight of jute or cotton or linen  (ii) Other	50% or 2s.6d. per sq. yd. ■	40% or 2s. per sq. yd. ■
62.05	Other made up textile articles (including dress patterns):  (D) Laces:  (1) Containing more than 50 per cent. by weight of jute  (2) Containing more than 50 per cent. by weight of cotton or linen  (3) Other	100% or 2s. per gross ■  100% or 2s. per gross ■  100% or 2s. per gross ■	80% or 1s.7.2d. per gross ■  72% or 1s.5.3d. per gross ■  72% or 1s.5.3d. per gross ■

■ The rate applicable is whichever is the greater.

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 65

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
65.02	Hat-shapes, plaited or made from plaited or other strips of any material, neither blocked to shape nor with made brims:		
	(A) Of leather or felt	75%	60%
	(B) Of paper, other than of paper yarn	Free	Free
	(C) Other:		
	(1) Women's, girls' or infants':	75% or 15s. each *	60% or 12s. each *
	(2) Men's or boys':		
	(a) Of paper yarn	Free	Free
	(b) Other	25%	20%
65.03	Felt hats and other felt headgear, being headgear made from the felt hoods and plateaux falling within heading No. 65.01, whether or not lined or trimmed:		
	(A) Berets and similar articles	75% or 5s. 7.5d. each *	60% or 4s. 6d. each *
	(B) Other:		
	(1) Men's or boys	75% or 11s. 3d. each *	60% or 9s. each *
	(2) Other:		
	(a) Women's or girls' hats of a value not exceeding 21 shillings each	75%	60%
	(b) Other	75%	60%
	* The rate applicable is whichever is the greater		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
65.04	Hats and other headgear, plaited or made from plaited or other strips of any material, whether or not lined or trimmed:		
	(A) Of leather or felt:		
	(1) Women's or girls' felt hats of a value not exceeding 21 shillings each	75%	60%
	(2) Other	75%	60%
	(B) Of paper, other than of paper yarn	Free	Free
	(C) Other:		
	(1) Women's, girls' or infants'	75% or 15s. each*	60% or 12s. each*
	(2) Men's or boys':		
	(a) Of paper yarn	Free	Free
	(b) Other	25%	20%
	* The rate applicable is whichever is the greater.		

SCHEDULE LXI - IRELANDPART I (continued)Chapter 67'

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
67.01	Skins and other parts of birds with their feathers or down, feathers, parts of feathers, down, and articles thereof, (other than goods falling within heading No. 05.07 and worked quills and scapes):  (A) Articles of apparel and clothing accessories (not including parts of, and trimmings for, such goods)	75%	60%
67.02	Artificial flowers, foliage or fruit and parts thereof; articles made of artificial flowers, foliage or fruit:  (A) Suitable for personal or domestic use (including cake decorations):  (1) Of paper, papier maché, wax or artificial plastic material  (2) Of woven textile material	60% 50%	48% 40%
67.04	Wigs, false beards, hair pads, curls, switches and the like, of human or animal hair or of textiles; other articles of human hair (including hair nets):  (A) Hair nets	75%	60%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 68

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
68.02	Worked monumental or building stone, and articles thereof (including mosaic cubes), other than goods falling within heading No. 68.01 or within Chapter 69:  (A) Covings stones  (D) Pieces of mosaic on a backing of any material	100%  60%	72%  48%
68.07	Slag wool, rock wool and similar mineral wools; exfoliated vermiculite, expanded clays, foamed slag and similar expanded mineral materials; mixtures and articles of heat-insulating, sound-insulating, or sound-absorbing mineral materials, other than those falling in heading No. 68.12 or 68.13, or in Chapter 69:  (A) Tiles, slabs, slates and sheets, of or containing clay, or containing cement	5/- per cwt.	Free
68.11	Articles of cement (including slag cement), of concrete or of artificial stone (including granulated marble agglomerated with cement), reinforced or not:  (D) Other:  (1) Tiles, slates and sheets of or containing cement:  (b) Other than roofing tiles (including ridge and hip tiles)	5/- per cwt.	Free

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
68.12	<p>Articles of asbestos-cement, of cellulose fibre-cement or the like:</p> <p>(C) Other than pressure pipes of asbestos-cement and roofing tiles (including ridge and hip tiles):</p> <p>(1) Articles of asbestos-cement, suitable for use in building or drainage</p> <p>(2) Other:</p> <p>(a) Tiles, slabs, slates and sheets</p>	<p>30%</p> <p>5/- per cwt.</p>	<p>24%</p> <p>Free</p>
68.16	<p>Articles of stone or of other mineral substances (including articles of peat), not elsewhere specified or included:</p> <p>(A) Pictures and designs made in mosaic, whether or not mounted or framed</p>	60%	48%

SCHEDULE LXI - IRELANDPART I - (continued)

## Chapter 69

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
69.01	Heat-insulating bricks, blocks, tiles and other heat-insulating goods of infusorial earths, of kieselguhr, of siliceous fossil meal or of similar siliceous earths:  (A) The following articles: Bricks and blocks Floor tiles Pipes, pipe connections and flue linings, not vitrified	75%	60%
	(B) Pipes and pipe connections, vitrified	60%	48%
	(C) Other: (1) Tiles, slabs, slates and sheets	5s. per cwt.	Free
69.02	Refractory bricks, blocks, tiles and similar refractory constructional goods, other than goods falling within heading No. 69.01:  (A) Bricks and blocks; floor tiles (B) Other: (1) Tiles, slabs, slates and sheets	75%	60%
69.03	Other refractory goods (for example, retorts, crucibles, muffles, nozzles, plugs, supports, cupels, tubes, pipes, sheaths and rods), other than goods falling within heading No. 69.01:  (A) Pipes, pipe connections and flue linings:	5s. per cwt.	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
69.03 (contd.)	(1) Vitrified  (2) Other	60%  75%	48%  60%
69.04	Building bricks (including flooring blocks, support or filler tiles and the like):  (A) Unglazed	75%	60%
69.05	Roofing tiles, chimney-pots, cowls, chimney-liners, cornices and other constructional goods, including architectural ornaments:  (A) Chimney-pots, chimney-liners and cowls:  (1) Glazed or vitrified  (2) Other  (B) Other:  (1) Slabs, slates and sheets  Unglazed setts, flags and paving, hearth and wall tiles:  (A) Pieces of mosaic on a backing of any material  (B) Other:  (2) Other:  (a) Tiles other than floor tiles of clay, slabs and sheets	60%  75%  5s. per cwt.	48%  60%  Free  60%  48%  5s. per cwt.  Free
69.08	Glazed setts, flags and paving, hearth and wall tiles:		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
69.08 (continued)	(A) Pieces of mosaic on a backing of any material	60%	48%
	(B) Other:		
	(1) Tiles	75% or 4.5d. each	60% or 3.6d. each
	(2) Slabs and sheets	5s. per cwt.	Free
69.10	Sinks, wash basins, bidets, water closet pans, urinals, baths and like sanitary fittings:  ex (A) Wash basins and water closet pans	-	45% <sup>♦♦</sup>
69.14	Other articles:  (A) Pictures and designs made in mosaic, whether or not mounted or framed	60%	48%
	(B) Surrounds, hearths and curbs for fireplaces, of tiles, bricks, or slabs; sections of such surrounds, hearths or curbs	33.3%	26.7%
	(D) Biscuit ware and unglazed flower pots, bowls, vases and other horticultural pottery; glazed tiles	75%	60%

<sup>♦♦</sup> Duty imposed since base date

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
69.14 (continued)	(E) Other: (1) Unglazed backs and cheeks or sides (including articles consisting of a back and cheeks or sides) for domestic firegrates or mantel registers (2) Other: (a) Tiles, slabs, slates and sheets	37.5%  5s. per cwt.	30%  Free

SCHEDULE LXI - IRELANDPART I (continued)Chapter 70

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
70.01	Waste glass (cullet); glass in the mass (excluding optical glass)	Free	Free
70.02	Glass of the variety known as "enamel" glass, in the mass, rods and tubes	Free	Free
70.03	Glass in balls, rods and tubes, unworked (not being optical glass)	Free	Free
70.04	Unworked cast or rolled glass (including flashed or wired glass), whether figured or not, in rectangles	60%	43.2%
70.05	Unworked drawn or blown glass (including flashed glass), in rectangles	60%	43.2%
70.06	Cast, rolled, drawn or blown glass (including flashed or wired glass), in rectangles, surface ground or polished, but not further worked	60%	43.2%
70.10	Carboys, bottles, jars, pots, tubular containers and similar containers, of glass, of a kind commonly used for the conveyance or packing of goods; stoppers and other closures, of glass:		
	(A) Carboys	10%	Free
70.13	Glassware (other than articles falling in heading No. 70.19) of a kind commonly used for table, kitchen, toilet or office purposes, for indoor decoration, or for similar uses:		
	(A) Drinking glasses:		
	(1) Of crystal glass	50s or 1s. each #	36s or 8.6d. each #
	m The rate applicable is whichever is the greater		

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
70.13 (contd.)	(B) Religious articles	Free	Free
	(C) Other	55%	44%

SCHEDULE LXI - IRELANDPART I (continued)Chapter 71

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
71.01	Pearls, unworked or worked, but not mounted, set or strung (except ungraded pearls temporarily strung for convenience of transport)	Free	Free
71.02	Precious and semi-precious stones, unworked, cut or otherwise worked, but not mounted, set or strung (except ungraded stones temporarily strung for convenience of transport)	Free	Free
ex 71.04	Dust and powder of natural precious or semi-precious stones	Free	Free
71.05	Silver, including silver gilt and platinum plated silver, unwrought or semi-manufactured:		
	(A) Unwrought	Free	Free
	(B) Other:		
	(1) For use for scientific purposes	Free	Free
71.06	Rolled silver, unworked or semi-manufactured:		
	(A) Unworked	Free	Free
71.07	Gold, including platinum-plated gold, unwrought or semi-manufactured:		
	(A) Unwrought	Free	Free
	(B) Other:		
	(1) For use for scientific purposes	Free	Free

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
71.08	Rolled gold on base metal or silver, unworked or semi-manufactured:		
	(A) Unworked	Free	Free
71.09	Platinum and other metals of the platinum group, unwrought or semi-manufactured:		
	(A) Unwrought	Free	Free
	(B) Other:		
	(1) For use for scientific purposes	Free	Free
71.10	Rolled platinum or other platinum group metals, on base metal or precious metal, unworked or semi-manufactured:		
	(A) Unworked	Free	Free
71.11	Goldsmiths', silversmiths' and jewellers' sweepings, residues, lemons, and other waste and scrap of precious metal	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 73

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.01	Pig iron, cast iron and spiegeleisen, in pigs, blocks, lumps and similar forms	Free	Free
73.02	Ferro-Alloys	Free	Free
73.03	Scrap and waste metal of iron or steel	Free	Free
73.04	Shot and angular grit, of iron or steel, whether or not graded; wire pellets of iron or steel	Free	Free
73.05	Iron or steel powders; sponge iron or steel	Free	Free
73.06	Puddled bars and pilings; ingots, blocks, lumps and similar forms, of iron or steel	Free	Free
73.07	Blooms, billets, slabs and sheet bars (including tin-plate bars), of iron or steel; pieces roughly shaped by forging, of iron or steel	Free	Free
73.08	Iron or steel coils for re-rolling	Free	Free
73.09	Universal plates of iron or steel	Free	Free
73.10	Bars and rods (including wire rod), of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished (including precision-made); hollow mining drill steel:  (B) Hollow mining drill steel	Free	Free
73.11	Angles, shapes and sections, of iron or steel, hot-rolled, forged, extruded, cold-formed or cold-finished; sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements:	Free	Free

SCHEDULE LXI - IRELANDPART I—(continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.11 (contd.)	(A) Sheet piling  (B) Other:  (i) Z sections  (3) Angles:  (b) Other than angles of which the sum of the widths of the limbs (measured externally) is not less than 1½ inches and not greater than 12 inches	Free  Free  Free	Free  Free  Free
73.13	Sheets and plates, of iron or steel, hot-rolled or cold-rolled:  (B) Other than sheets and plates, not more than 3/16 inch in thickness, which have been corrugated, channelled or ribbed, or coated with zinc:  (1) Sheets and plates, not more than ½ inch in thickness and not more than 48 inches in width:  (a) Covered on one or both sides with a coating of tin (b) Other  (2) Other	Free  —  Free	Free  30%**  Free
73.16	Railway and tramway track construction material of iron or steel, the following: rails, check-rails, switch blades, crossings (or frogs), crossing pieces, point rods, rack rails, sleepers, fish-plates, chairs, chair wedges, sole plates (base plates), rail clips, bed-plates, ties and other material specialised for joining or fixing rails		** Duty imposed since base date

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SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.17	Tubes and pipes, of cast iron:  (A) Rainwater pipes and soil pipes; smoke pipes, ventilation pipes and other similar pipes	40%	32%
73.18	Tubes and pipes and blanks therefor, of iron (other than of cast iron) or steel, excluding high-pressure hydro-electric conduits:  (A) Rainwater pipes  (B) Other, including blanks for tubes and pipes	30% Free	24% Free
73.20	Tube and pipe fittings (for example, joints, elbows, unions and flanges), of iron or steel:  (A) Of cast iron, for rainwater pipes or soil pipes  (B) Of cast iron and not having any opening of an internal diameter less than $1\frac{1}{2}$ inches or more than 40 inches, for underground pipes for water, gas or sewage  (C) Of stainless steel	40% 50% 50%	32% 40% Free
73.21	Structures, complete or incomplete, whether or not assembled, and parts of structures, (for example, hangars and other buildings, bridges and bridge-sections, lock-gates, towers, lattice masts, roofs, roofing frameworks, door and window frames, shutters, balustrades, pillars and columns), or iron or steel; plates, strip, rods, angles, shapes, sections, tubes and the like, prepared for use in structures, of iron or steel		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.21 (contd.)	(A) Frames for windows and opening lights of a kind commonly used for windows; doors which are fitted with glass or other like substance or suitable for fitting with such substance (B) Steel chimneys (C) Supporting structures for church or other bells (D) Continuous bar fencing and hurdles; vertical bar railing; gates (E) Angles, channels and tees, formed from slotted or perforated hoop or strip not exceeding $\frac{1}{8}$ inch in thickness (F) Bars, rods, angles, shapes, or sections prepared for use in the construction of buildings (G) Assemblies consisting essentially of articles of subheading (F) of this heading (H) Assemblies suitable for use in the construction of buildings and consisting essentially of pipes or tubes the greatest cross-sectional dimension of which is not less than $1\frac{1}{2}$ inches	40% 30% 50% 50% 50% 50% 50% 50%	32% 24% 40% 40% 40% 40% 40% 40%
73.22	Reservoirs, tanks, vats and similar containers, for any material, of iron or steel, of a capacity exceeding three hundred litres, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment:		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.22 (contd.)	(B) Other than storage bins of galvanised wrought iron or galvanised steel:  (1) Of a capacity not exceeding 12,000 gallons	50%	40%
73.23	Casks, drums, cans, boxes and similar containers, of sheet or plate iron or steel, of a description commonly used for the conveyance or packing of goods:  (A) Of tinplate:  (1) Milk cans of a capacity not exceeding 14 gallons, excluding cans designed for use as airtight containers  (2) Other  (B) Other:  (1) Casks, drums, barrels and hogs  (2) Other:  (a) Of stainless steel and of a capacity exceeding 50 gallons	37.5%  45%  33.3%  50%	30%  36%  26.7%  40%
73.25	Stranded wire, cables, cordage, ropes, plaited bands, slings and the like, of iron or steel wire, but excluding insulated electric cables:  (B) Other than parts suitable for motor vehicles:  (1) Stranded wire, cables, cordage and ropes	37.5%	30%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.29	Chain and parts thereof, of iron or steel:  (B) Other than transmission chains and other parts and accessories suitable for motor vehicles:  (1) Chains of which the links are closed by welding or other like process and which are made of wire or rod the diameter of which is not less than $\frac{1}{8}$ inch and not more than $\frac{5}{16}$ inch	75%	60%
73.31	Nails, tacks, staples, hook-nails, corrugated nails, spiked cramps, studs, spikes and drawing pins, of iron or steel, whether or not with heads of other materials, but not including such articles with heads of copper:  (A) Holdfasts and wall hooks of a length of not less than 4 inches  (B) Staples  (C) Drive screw nails  (E) Other (excluding corrugated nails):  (1) Nails, sprigs, brads and tacks of a length not exceeding 6 inches and having heads the smaller or smallest diameter or width of which does not exceed $\frac{1}{8}$ inch, but excluding such articles with heads covered with leather or textile material	33.3% 75% 75% 75%	26.7% 60% 60% 60%

SCHEDULE LXT - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.32	Bolts and nuts (including bolt ends and screw studs) whether or not threaded or tapped, and screws (including screw hooks and screw rings), of iron or steel; rivets, cotters, cotter-pins, washers and spring washers, of iron or steel:  (A) Drive screws  (B) Threaded bolts, set screws and metal thread screws of which the shank is not less than one inch nor more than 20 inches in length, and exceeds $\frac{5}{16}$ inch but does not exceed $1\frac{1}{4}$ inches in diameter  (C) Threaded nuts (other than wing nuts) suitable for use with articles falling within subheading (B) above  (D) Rivets of which the shank at its narrowest point does not exceed $\frac{1}{4}$ inch in diameter	75%	60%
73.36	Stoves (including stoves with subsidiary boilers for central heating), ranges, cookers, grates, fires and other space heaters, gas-rings, plate warmers with burners, wash boilers with grates or other heating elements, and similar equipment, of a kind used for domestic purposes, not electrically operated, and parts thereof, of iron or steel:  (A) Portable oil-fired space heaters:  (2) Other than valves, parts of valves and completely unassembled parts of burners	60%	48%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.36 (contd.)	(B) Gas burning appliances: (1) Assembled or substantially assembled appliances (C) Other than portable oil-fired space heaters and gas burning appliances: (1) Of cast iron: (a) Firebars (b) Stoves (excluding stoves and parts thereof primarily adapted for use for heating water in connection with hot water circulating systems), firegrates, ranges, mantel registers, and parts thereof	30%  40%  40%	24%  32%  32%
73.37	Boilers (excluding steam-generating boilers of heading No. 84.01) and radiators, for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors (including those which can also distribute cool or conditioned air), not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel:  (A) Gas burning appliances, excluding parts	30%	24%
73.38	Articles of a kind commonly used for domestic purposes, builders' sanitary ware for indoor use, and parts of such articles and ware, of iron or steel:		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.38 (contd.)	(A) Bread bins, vegetable racks, egg racks, milk bottle containers, coal scuttles and dust pans, not vitreous enamelled or made of tinplate or wire; ironing boards	60%	48%
	(B) Handles and mountings and blanks therefor, for brushes of a kind suitable for incorporation in fireside companion sets	37.5%	30%
	(C) Covers for pots, pans or kettles	40%	32%
	(D) Water closet flushing cisterns without flushing mechanisms:		
	(2) Other than of vitreous enamelled wrought iron or steel	33.3%	26.7%
	(E) Other:		
	(1) Articles of cast iron:		
	(a) Stands, frames and other supports for lavatory basins, kitchen sinks and similar articles	40%	32%
	(b) Pots, pans and kettles	40%	32%
	(d) Coal-savers and false-bottoms for grates, ranges or other fireplaces	40%	32%
	(2) Articles of wire:		
	(a) Baskets, boxes, frames, grids, guards, mats, racks, screens and trays	33.3%	26.7%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.38 (contd.)	(3) Articles made of other forms of iron or steel:  (a) Galvanised:  (i) Buckets, cans and pails; dust, ash, or refuse bins or boxes  (c) Tinned or of tinplate:  (i) Seamless circular basins and bowls  (ii) Other hollow-ware  (d) Other, not vitreous enamelled  (i) Buckets, cans and pails, not of stainless steel, not painted or enamelled	70%  45%  45%  70%	56%  36%  36%  56%
73.40	Other articles of iron or steel:  (A) Venetian blinds and slats, head rails, tilt rails and bottom rails therefor  (B) Racks and shelving and containers for use therewith, for commercial or library use, commercial display stands, back rests, body temperature chart holders and frames for such holders  (C) Reservoirs, tanks, vats and similar containers:  (2) Other than storage bins of galvanised wrought iron or galvanised steel	37.5%  50%  50%	30%  40%  40%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.40 (contd.)	(D) Fencing standards, straining pillars and droppers; gate posts and gate columns:  (2) Other than angle iron fencing posts and angle iron fencing stakes	50%	40%
	(E) Gutters and connections therefor; ridgings	40%	32%
	(F) Hooks, brackets, bands and similar fittings for supporting or securing in position gutters, rain pipes, smoke pipes, ventilation pipes and other similar pipes	33.3%	26.7%
	(G) Heel-plates of horse-shoe shape, for footwear	50%	40%
	(H) Staples, bridges, head-stocks, gudgeons, crosses, standards, and wheels for church and other bells	50%	40%
	(IJ) Power transmission equipment the following:  Collars, wall-boxes, brackets exceeding 14 lbs. in weight, hangers exceeding 14 lbs. in weight and floor stands	30%	24%
	(K) Sieves, riddles and riddling screens (not being hand sieves or hand riddles of heading No. 96.06)	33.3%	26.7%
	(L) Milk bottle containers	60%	48%
	(M) Frames for carrycots or similar articles	75%	60%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.40 (contd.)	<p>(N) Other:</p> <p>(1) Articles made of cast iron:</p> <p>(a) Street fountain casings; pavement gutters; chimney pieces and mantel pieces; articles primarily intended for use in the feeding or watering of animals or birds; floor plates; gulley traps; grids for sewer pipes or sewer traps; sewer-pipe ventilators; hydrant and valve covers; manhole covers and frames therefor; stop-cock boxes; street standards; pile shoes; sash weights; air bricks and air grids; glue pots and glue cups</p> <p>(2) Articles made of wire:</p> <p>(a) Baskets, boxes, cages, frames, garden or cemetery work, grids, guards, screens, traps and trays</p> <p>(3) Articles made of other forms of iron or steel:</p> <p>(a) Galvanised:</p> <p>(i) Articles primarily intended for use in the feeding or watering of animals or birds; washing troughs</p>	40%	32%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
73.40 (contd.)	(c) Tinned or of tinplate: (i) Containers (including funnels, strainers and chests) and measures of fluids	45%	36%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 74

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
74.01	Copper matte; unwrought copper (refined or not); copper waste and scrap	Free	Free
74.02	Master alloys	Free	Free
74.07	Tubes and pipes and blanks therefor, of copper; hollow bars of copper:  (A) Unalloyed copper tubes and pipes, of a wall thickness not exceeding $\frac{1}{8}$ inch and an internal diameter not exceeding $2\frac{1}{4}$ inches, excluding tubes and pipes worked otherwise than by bending	75%	60%
74.17	Cooking and heating apparatus of a kind used for domestic purposes, not electrically operated, and parts thereof, of copper:  (a) Gas burning appliances, assembled or substantially assembled	30%	24%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 75

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
75.01	Nickel matts, nickel speiss and other intermediate products of nickel metallurgy; unwrought nickel (excluding electro-plating anodes); nickel waste and scrap	Free	Free

SCHEDULE I—IRELANDPART I (continued)Chapter 76

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
76.01	Unwrought aluminium; aluminium waste and scrap	Free	Free
76.03	Wrought plates, sheets and strip, of aluminium:		
	(A) Strip not exceeding 1/4 inches in width and $\frac{1}{8}$ inch in thickness, slotted or otherwise perforated	50%	40%
	(B) Other:		
	(1) Not exceeding $\frac{1}{8}$ inch in thickness	37.5%	30%
76.04	Aluminium foil (whether or not embossed, cut to shape, perforated, coated, printed, or backed with paper or other reinforcing material), of a thickness (excluding any backing) not exceeding 0.20 millimetres	37.5%	30%
76.05	Structures, complete or incomplete, whether or not assembled, and parts of structures, (for example, hangars and other buildings, bridges and bridge-sections, towers, lattice masts, roofs, roofing frameworks, door and window frames, balustrades, pillars and columns), of aluminium; plates, rods, angles, shapes, sections, tubes and the like, prepared for use in structures, of aluminium:		
	(A) Parts of structures:		
	(1) Frames for windows and opening lights of a kind commonly used for windows; doors which are fitted with glass or other like substance or suitable for fitting with such substance	40%	32%

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
76.09	Reservoirs, tanks, vats and similar containers, for any material, of aluminium, of a capacity exceeding three hundred litres, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment:		
	(A) Containers made of sheet or plate which are designed and constructed for the storage, transport or processing of any material:		
	(1) Assembled	50%	40%
76.10	Casks, drums, cans, boxes and similar containers (including rigid and collapsible tubular containers), of aluminium, of a description commonly used for the conveyance or packing of goods:		
	(A) Collapsible tubular containers	45%	36%
	(B) Milk cans and milk churns of a capacity not exceeding 6 gallons	50%	40%
76.16	Other articles of aluminium:		
	(a) Vessels and utensils, of a capacity not exceeding 6 gallons which are suitable for use in creameries or dairies	50%	40%
	(b) Venetian blinds, and slats, head rails, tilt rails, and bottom rails therefor	37.5%	30%
	(c) Racks and shelving and containers for use therewith, for commercial or library use, commercial display stands, back rests, holders for charts of body temperature and frames for such holders	75%	60%

SCHEDULE LXI - IRELANDPART I (continued)

Taiff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
76.16 (contd.)	<p>(D) Ashtrays, vegetable racks, egg racks and milk bottle containers</p> <p>(E) Reservoirs, vats, tanks, cisterns and containers of all kinds, made of sheet or plate, of a capacity exceeding 50 gallons:</p> <p>(1) Assembled</p> <p>(F) Stands and frames for carrycots and similar articles</p> <p>(G) Ladders, step ladders and steps (including platform-steps) and stiles, treads, rungs and feet therefor</p> <p>(H) Pouches, sachets, pockets and similar articles</p>	<p>60%</p> <p>50%</p> <p>75%</p> <p>37.5%</p> <p>50%</p>	<p>48%</p> <p>40%</p> <p>60%</p> <p>30%</p> <p>40%</p>

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SCHEDULE LXI - IRELANDPART I - (continued)Chapter 77

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
77.01	Unwrought magnesium; magnesium waste (excluding shavings of uniform size) and scrap	Free	Free
ex77.04	Beryllium, unwrought	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 78

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
78.01	Unwrought lead (including argentiferous lead); lead waste and scrap	Free	Free
78.06	Other articles of lead: (A) Collapsible tubular containers	45%	36%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 79

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
79.01	Unwrought zinc; zinc waste and scrap	Free	Free
79.05	Gutters, roof capping, skylight frames, and other fabricated building components, of zinc:  (A) Frames for windows and opening lights of a kind commonly used for windows; doors which are fitted with glass or other like substance or suitable for fitting with such substance	40%	32%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 80

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
80.01	Unwrought tin; tin waste and scrap	Free	Free
80.06	Other articles of tin: (A) Collapsible tubular containers	45%	36%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 81

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
ex81.01	Tungsten (wolfram), unwrought	Free	Free
ex81.02	Molybdenum, unwrought	Free	Free
ex81.03	Tantalum, unwrought	Free	Free
ex81.04	Other base metals, unwrought; cermetts, unwrought	Free	Free

SCHEDULE LXI - IRELANDPART I (continued)Chapter 82

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
82.03	<p>Hand tools, the following: pliers (including cutting pliers), tweezers, timmen's snips, bolt croppers and the like; perforating punches; pipe cutters; spinners and wrenches (but not including tap wrenches); files and rasps:</p> <p>(3) Other than files of iron or steel</p>	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 83

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
83.01	Locks and padlocks (key, combination or electrically operated), and parts thereof, of base metal; frames incorporating locks, for handbags, trunks or the like, and parts of such frames, of base metal; keys for any of the foregoing articles, finished or not, of base metal: (A) Locks, padlocks and keys therefor:		
	(3) Other than combination locks, combination padlocks, electrically operated locks, locks for railway rolling-stock, refrigerator locks and furniture locks, and keys therefor and locks, and keys therefor, suitable for motor vehicles: (a) Padlocks, door locks and gate locks, and keys therefor	75%	60%
83.02	Base metal fittings and mountings of a kind suitable for furniture, doors, staircases, windows, blinds, coachwork, saddlery, trunks, caskets and the like (including automatic door closers); base metal hat-racks, hat-pegs, brackets and the like: (B) Other than fittings and mountings suitable for motor vehicles:		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
83.02 (contd.)	(1) Coffin mountings; spring-loaded door latches; hat and coat hooks and wardrobe hooks; casement fasteners and striking plates therefor, casement stays and sash handles; flush bolts, tower bolts and barrel bolts, exceeding 3 inches in length, and receivers therefor, of non-ferrous metal; fittings and mountings for locks and doors (other than furniture locks and doors) the following: handles, knobs, lock spindles, roses, key-hole plates, lock plates, letter box plates, centre knob plates, knockers and striking plates therefor, and all combinations of these articles	75%	60%
83.04	Filing cabinets, racks, sorting boxes, paper trays, paper rests and similar office equipment, of base metal, other than office furniture falling within heading No. 94.03:  (C) Other than trays, racks and paper files, of iron or steel wire and trays of tinplate or tinned plate	75%	60%
83.07	Lamps and lighting fittings, of base metal, and parts thereof, of base metal (excluding switches, electric lamp holders, electric lamps for vehicles, electric battery or magneto lamps, and other articles falling within Chapter 85 except heading No. 85.22):		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
83.07 (contd.)	(A) Fittings and fixtures for electric lighting: (2) Other than fittings and fixtures for fluorescent lighting: (a) Suitable for domestic use	45%	32.4%
83.11	(B) Other: (1) Fancy or ornamental articles suitable for domestic use, of wrought iron Bells and gongs, non-electric, of base metal, and parts thereof of base metal: (A) Bells not less than 9 inches in diameter, measured externally at the mouth (B) Bells and gongs of brass which are primarily ornamental in character and are suitable for domestic or household use	45%	32.4%
83.12	Photograph, picture and similar frames, of base metal; mirrors of base metal: (A) Articles of brass which are primarily ornamental in character and are suitable for domestic or household use	50% 60%	40% 48%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
83.13	Stoppers; crown corks; bottle caps, capsules, bung covers, seals and plombs, case corner protectors and other packing accessories, of base metal: (A) Lids for bottles and jars, of aluminium (B) Aluminium capsules suitable for use as covers for the closed mouths of bottles or other containers	50% 50%	40% 40%
83.14	Sign-plates, name-plates, numbers, letters and other signs, of base metal	75%	60%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 84

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.01	Steam and other vapour generating boilers (excluding central heating hot water boilers capable also of producing low pressure steam)	Free	Free
84.06	Internal combustion piston engines: (B) Other than those suitable for motor vehicles	Free	Free
84.10	Pumps (including motor pumps and turbo pumps) for liquids, whether or not fitted with measuring devices; liquid elevators of bucket, chain, screw, band and similar kinds: (3) Pumps other than pumps suitable for motor vehicles: (1) Power-driven pumps which have on the pump casing either a suction inlet or a delivery outlet exceeding $\frac{3}{8}$ inch but not exceeding $1\frac{7}{8}$ inches in internal diameter, but not including pumps - Not exceeding 4 lbs. in weight and constructed for incorporation in a machine or apparatus as an integral part thereof Constructed for in-line insertion in a pipe-line and not for mounting on a base, frame, stand, bracket, or other like support	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.10 (continued)	<p>Of stainless steel or of which those parts which come in contact with the liquid being pumped are of stainless steel</p> <p>Constructed for the delivery of hydro-carbon oils to the fuel feed-tanks of mechanically propelled vehicles</p> <p>For milk or brine</p> <p>(2) Pressure boosters (ejector or injector pumps) of which the internal diameter of any opening does not exceed 2 inches, of a kind used as accessories of pumps for liquids, but not including any pressure booster imported otherwise than with an article of the same kind</p> <p>(C) Parts of pumps:</p> <p>(2) For the pressure boosters of subheading (B)(2) of this heading:</p> <p>(a) Bodies and venturi tubes the internal diameter of any opening of which does not exceed 2 inches and nozzles the weight of which is not less than <math>\frac{1}{2}</math> ounce or more than 4 ounces, but not including any article imported otherwise than with an article of the same kind</p> <p>(3) Other parts not including parts of pumps suitable for motor vehicles:</p>	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.10 (continued)	(a) Of metal other than stainless steel, but not including any article imported otherwise than with an article of the same kind	50%	40%
84.11	Air pumps, vacuum pumps and air or gas compressors (including motor and turbo pumps and compressors, and free-piston generators for gas turbines); fans, blowers and the like:		
	(B) Other than those suitable for motor vehicles	Free	Free
84.12	Air conditioning machines, self-contained, comprising a motor-driven fan and elements for changing the temperature and humidity of air:		
	(A) Of a kind suitable for air conditioning buildings	50%	40%
84.15	Refrigerators and refrigerating equipment (electrical and other):		
	(B) Other than air de-humidifiers:		
	(2) Other than for creamery or dairy use but including equipment for the production or storage of ice cream	75%	60%
84.17	Machinery, plant and similar laboratory equipment, whether or not electrically heated, for the treatment of materials by a process involving a change of temperature such as heating, cooking, roasting,		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.17 (continued)	distilling, rectifying, sterilising, pasteurising, steaming, drying, evaporating, vapourising, condensing or cooling, not being machinery or plant of a kind used for domestic purposes; instantaneous or storage water heaters, non-electrical:  (A) Gas-heated appliances (excluding parts)		
84.18	Centrifuges; filtering and purifying machinery and apparatus (other than filter funnels, milk strainers and the like), for liquids or gases:  (C) Other than electric spindryers for domestic use:  (1) Drying machines for textiles and textile goods  ex (2) Cream separators and centrifuges for industrial purposes and parts thereof	30%	24%
84.19	Machinery for cleaning or drying bottles or other containers; machinery for filling, closing, sealing, capsuling or labelling bottles, cans, boxes, bags or other containers; other packing or wrapping machinery; machinery for aerating beverages; dish washing machines	Free	Free
84.20	Weighing machinery (excluding balances of a sensitivity of five centigrammes or better), including weight-operated counting and checking		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.20 (continued)	machines; weighing machine weights of all kinds:  (A) Weighing machinery; parts thereof (other than weight and price charts) which are assemblies of two or more articles assembled by means of screws or nuts and bolts	30%	24%
84.21	Mechanical appliances (whether or not hand operated) for projecting, dispersing or spraying liquids or powders; fire extinguishers (charged or not); spray guns and similar appliances; steam or sand blasting machines and similar jet projecting machines:  (C) Metal parts of portable chemical fire extinguishers:  (1) Sprinklers  ex (D) Other except windscreen washers suitable for motor vehicles - Sprinklers	60%	43.2%
84.22	Lifting, handling, loading or unloading machinery, telphers and conveyors (for example, lifts, hoists, winches, cranes, transporter cranes, jacks, pulley tackle, belt conveyors and teleferics), not being machinery falling within heading No. 84.23  (A) Suitable for motor vehicles:	Free	Free

SCHEDULE IXT - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.22 (continued)	(2) Hydraulic lifting, handling, loading or unloading mechanisms (other than portable jacks and cranes including cranes and winches suitable for break-down motor vehicles) suitable for motor vehicles constructed for the carriage of goods or other burthen	50%	40%
	(B) Tipping buckets and tipping tubs, of steel (excluding parts)	30%	24%
	(C) Capstans of cast iron	40%	32%
	(D) Other	Free	Free
84.23	Excavating, levelling, tamping, boring and extracting machinery, stationary or mobile, for earth, minerals or ores (for example, mechanical shovels, coal-cutters, excavators, scrapers, levellers and bulldozers); pile-drivers; snow-ploughs, not self-propelled (including snow-plough attachments)	Free	Free
84.25	Harvesting and threshing machinery; straw and fodder presses; hay or grass mowers; winnowing and similar cleaning machines for seed, grain or leguminous vegetables and egg-grading and other grading machines for agricultural produce (other than those of a kind used in the bread grain milling industry falling within heading No. 84.29);		

SCHEDULE LXX - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.25 (continued)	<p>(A) Machines for mounting at the rear of, or for haulage in operation by, a mechanically propelled vehicle, the following:</p> <p>Mowers of which the cutter bar is driven by the power-take-off of the vehicle by which the mower is operated</p> <p>Cocklifters, rick-lifters, hay sweeps, silage rakes, buck rakes, and the like</p> <p>(B) Parts of the machines of subheading (A) of this heading, but not including -</p> <p>Any part not exceeding £1 in value</p> <p>Wheels suitable for fitting with tyres</p> <p>(C) Lawn mowers, other than motor mowers and gang-mowers</p>	37.5%	30%
84.26	Dairy machinery (including milking machines): ex (C) Other: (2) Milking machines and parts thereof	60,	48%
84.28	Other agricultural, horticultural, poultry-keeping and bee-keeping machinery; germination plant fitted with mechanical or thermal equipment; poultry incubators and brooders: ex (B) Poultry incubators	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.30	Machinery, not falling within any other heading of this Chapter, of a kind used in the following food or drink industries; bakery, confectionery, chocolate manufacture, macaroni, ravioli or similar cereal food manufacture, the preparation of meat, fish, fruit or vegetables (including mincing or slicing machines), sugar manufacture or brewing:  (A) Reservoirs, vats, tanks, cisterns and containers, of a capacity exceeding 50 gallons, of stainless steel, aluminium or an alloy containing 10 per cent. or more, by weight, of nickel, fitted with mechanical equipment:  (1) Assembled or substantially assembled  (2) Other		
84.31	(B) Other Machinery for making or finishing cellulosic pulp, paper or paperboard	Free Free Free	Free Free Free
84.35	Other printing machinery; machines for uses ancillary to printing	Free	Free
84.36	Machines for extruding man-made textiles; machines of a kind used for processing natural or man-made textile fibres; textile spinning and twisting machines; textile doubling, throwing and reeling (including weft-winding) machines	Free	Free
84.37	Weaving machines, knitting machines and machines for making gimped yarn, tulle, lace, embroidery, trimmings, braid or net; machines for	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.37 (continued)	preparing yarns for use on such machines, including warping and warp sizing machines		
84.38	Auxiliary machinery for use with machines of heading No. 84.37 (for example, dobbies, Jacquards, automatic stop motions and shuttle changing mechanisms); parts and accessories suitable for use solely or principally with the machines of the present heading or with machines falling within heading No. 84.36 or 84.37 (for example, spindles and spindle flyers, card clothing, combs, extruding nipples, shuttles, healds and heald lifters and hosiery needles):  (B) Other than card clothing	Free	Free
84.40	Machinery for washing, cleaning, drying, bleaching, dyeing, dressing, finishing or coating textile yarns, fabrics or made-up textile articles (including laundry and dry-cleaning machinery); fabric folding, reeling or cutting machines; machines of a kind used in the manufacture of linoleum or other floor coverings for applying the paste to the base fabric or other support; machines of a type used for printing a repetitive design, repetitive words or overall colour on textiles, leather, wallpaper, wrapping paper, linoleum or other materials, and engraved or etched plates, blocks or rollers therefor:  (B) Domestic washing machines	60%	48%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.45	Machine-tools for working metal or metallic carbides, not being machines falling within heading No. 84.49 or 84.50	Free	Free
84.48	Accessories and parts suitable for use solely or principally with the machines falling within headings Nos. 84.45 to 84.47, including work end tool holders, self-opening dieheads, dividing heads and other appliances for machine-tools; tool holders for any type of tool or machine-tool for working in the hand	Free	Free
84.49	Tools for working in the hand, pneumatic or with self-contained non-electric motor	Free	Free
84.51	Typewriters, other than typewriters incorporating calculating mechanisms; cheque-writing machines:		
	(A) Typewriters (including electric typewriters) designed solely for the production of typewritten matter, consisting mainly of correspondence, by direct manual operation of a typewriter keyboard	37.5%	30%
84.52	Calculating machines; accounting machines, cash registers, postage-franking machines, ticket-issuing machines and similar machines incorporating a calculating device	Free	Free
84.56	Machinery for sorting, screening, separating, washing, crushing, grinding or mixing earth, stone, ores or other mineral substances, in solid (including powder and paste) form; machinery for agglomerating, moulding or shaping solid mineral		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
84.56 (continued)	fuels, ceramic paste, unhardened cements, plastering materials or other mineral products in powder or paste form; machines for forming foundry moulds of sand: (A) Concrete mixing machines, mortar mixing machines and similar machines	60%	48%
84.59	Machinery and mechanical appliances (except those suitable for use solely or principally as parts of other machines or apparatus), not falling within any other heading of this Chapter: (A) Tanks, cisterns and drums, of iron or steel, incorporating subsidiary mechanical devices (not being processing vessels): (1) Flushing cisterns for water closets, of wrought iron or steel, vitreous enamelled (C) Other than tanks, cisterns and drums, of iron or steel, incorporating subsidiary mechanical devices (not being processing vessels) and parts thereof: (1) Reservoirs, vats, tanks, cisterns and containers of a capacity exceeding 50 gallons, of aluminium, stainless steel or an alloy containing 10 per cent. or more, by weight, of nickel, fitted with mechanical equipment: (a) Assembled or substantially assembled	60%	48%
		50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 85

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.01	<p>Electrical goods of the following descriptions: generators, motors, converters (rotary or static), transformers, rectifiers and rectifying apparatus, inductors:</p> <p>(A) Motors:</p> <p>(3) Other:</p> <p>(a) Motors other than motors suitable for motor vehicles and motors for cinematographic cameras for film of a width of 16 millimetres or less and capable of being loaded with not more than 50 feet of such film, the following:</p> <p>Of less than <math>\frac{1}{6}</math>th horse-power</p> <p>Exceeding 6 horse-power when running at speeds not exceeding 750 revolutions per minute</p> <p>Exceeding <math>8\frac{1}{2}</math> horse-power when running at speeds not exceeding 1,000 revolutions per minute</p> <p>Exceeding 12 horse-power when running at speeds not exceeding 1,500 revolutions per minute</p> <p>Exceeding 17 horse-power</p> <p>(b) Other</p>	<p>Free</p>	<p>Free</p>

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.01 (contd.)	<p>(B) Parts of the Motors of subheading (A) (3) of this heading:</p> <p>(1) For motors of not less than <math>\frac{1}{7}</math>th horse-power, the following:</p> <p>End-shields or end-covers of not less than <math>\frac{1}{8}</math> lb. and not more than 16 lbs. in weight</p> <p>Fan cowls or covers of not less 1 lb. and not more than 17 lbs. in weight</p> <p>Casings, frames or housings of not less than <math>\frac{1}{8}</math> lb. and not more than 56 lbs. in weight</p> <p>Stators of not less than 1 lb. and not more than 48 lbs. in weight</p> <p>Rotors of not less than 1 lb. and not more than 56 lbs. in weight</p> <p>Shafts of not less than 1 lb. and not more than 17 lbs. in weight</p> <p>Magnetic laminations or stampings</p> <p>Coils made of hanks of wire</p> <p>Assemblies which include one or more of the aforementioned articles</p>	60%	48%

SCHEDULE LXI - ICELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.01 (contd.)	ex (3) Transformers and inductors (chokes):  (2) Transformers and inductors (chokes) for the radio and television apparatus of heading No. 85.15 (C):  (a) With a core wholly or partly of metal  (b) Without a core wholly or partly of metal  (c) Parts:  (i) Assembled	75% or 7s.6d. each <sup>M</sup>	60% or 6s. each <sup>M</sup>
	ex (D) Static converters, rectifiers and rectifying apparatus:  (2) For the radio and television apparatus of heading No. 85.15 (C) and assembled parts thereof	75%	60%
85.02	Electro-magnets; permanent magnets and articles of special materials for permanent magnets, being blanks of such magnets; electro-magnetic and permanent magnet chucks, clamps, vices and similar work holders; electro-magnetic clutches and couplings; electro-magnetic brakes; electro-magnetic lifting heads;  ex (3) For the radio and television apparatus of heading No. 85.15 (C), if assembled	75%	60%
	<sup>M</sup> The rate applicable is whichever is the greater.		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.03	Primary cells and primary batteries: (A) Dry cells and dry batteries (B) Parts of the goods of subheading (A) of this heading: (2) Other than caps and sockets, of brass (C) Leclanché jars, of glass	50%  50%  10%	40%  40%  Free
85.04	Electric accumulators: (A) Lead-acid accumulators and parts thereof which are grids or plates or assemblies of grids or plates	50%	40%
85.06	Electro-mechanical domestic appliances, with self-contained electric motor: (A) Vacuum cleaners; appliances for use in the preparation of food (excluding peelers) (B) Floor polishers	60%  37.5%	48%  30%
85.07	Shavers and hair clippers, with self-contained electric motor: (A) Shavers	60%	48%
85.12	Electric instantaneous or storage water heaters and immersion heaters; electric soil heating apparatus and electric space heating apparatus; electric hair dressing appliances (for example, hair dryers, hair curlers, and curling tong heaters) and electric smoothing irons; electro-thermic domestic appliances; electric heating resistors, other than those of carbon:		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.12 (contd.)	<p>(A) Instantaneous or storage water heaters and immersion heaters:</p> <p>(1) Assembled storage water heaters for use in hot water circulating systems:</p> <p>(a) Of a capacity not exceeding 100 gallons, heated solely by an internal electric element:</p> <p>(i) Of a capacity of less than 1 gallon 37.5% 30%</p> <p>(ii) Of a capacity of not less than 1 gallon or more than 28 gallons 50% 40%</p> <p>(iii) Other 50% 40%</p> <p>(b) Other</p> <p>(i) Of a capacity exceeding 10 gallons, of copper (excluding copper alloy) 37.5% 30%</p> <p>(2) Immersion heaters (including circulators):</p> <p>(a) Consuming not less than 250 Watts 60% 48%</p> <p>(B) Space heating and soil heating apparatus:</p> <p>(1) Fires, radiators (including electrically heated hot water radiators), tubular heaters and the like 60% 48%</p>		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.12 (contd.)	(c) Hair dressing appliances: (1) Hair dryers for domestic use	60%	48%
	(D) Smoothing irons: (1) Not exceeding 10 lbs. in weight	60%	48%
	(E) Electro-thermic domestic appliances: (2) Kettles, toasters	60%	48%
	ex(4) Other than coffee percolators and plate warmers: (a) Cooking apparatus heated solely by electricity (iii) Other than apparatus solely or principally for heating liquids or constructed to incorporate more than 4 cooking rings	37.5%	30%
	(b) Parts of the goods of subheading (E) (4) (a) (iii) of this heading	37.5%	30%
	(F) Heating resistors	60%	48%
85.14	Microphones and stands therefor; loudspeakers; audio-frequency electric amplifiers: (A) Loudspeakers of the cone type which have a diaphragm not exceeding 12 inches in diameter and an impedance of not less than 3 Ohms or more than 5 Ohms	75% or 15s. each*	60% or 12s. each*

\*The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.14 (contd.)	(B) Parts of the goods of subheading (A) of this heading: (1) Cabinets and other like containers, complete or incomplete, assembled or not (2) Other: (a) Assembled	75% or £1.1s. each *	60% or 16s.10d. each *
85.15	Radiotelegraphic and radiotelephonic transmission and reception apparatus; radio-broadcasting and television transmission and reception apparatus (including those incorporating gramophones) and television cameras; radio navigational aid apparatus, radar apparatus and radio remote control apparatus;  (C) Other than closed-circuit television apparatus; television cameras; radio-frequency amplifiers of the kind known as pre-amplifiers and transmitting sets, receiving sets and combined transmitting and receiving sets, exclusively designed or adapted for fitting to motor vehicles:  (1) Television receivers  (3) Other than combined recorders and reproducers for magnetic sound recordings on tape or wire, incorporating, as a subsidiary feature, a radio receiver	75% or £22.10s. each *	60% or £18 each *

\* The rate applicable is whichever is the greater.

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.15 (contd.)	<p>(D) Parts:</p> <p>(3) Other:</p> <p>(a) Cabinets and other like containers; complete or incomplete, assembled or not, for apparatus of subheading (c) of this heading</p> <p>(b) Other parts of apparatus of subheading (c) of this heading:</p> <p>(i) Assembled</p>	<p>75% or £1.1s. each*</p>	<p>60% or 16s. 10d. each*</p>
85.18	<p>Electrical capacitors, fixed or variable:</p> <p>(B) Variable capacitors for radio or television apparatus:</p> <p>(1) With movable vanes</p> <p>(2) Other</p> <p>(C) Assembled parts of the goods of subheading (B) of this heading</p> <p>(D) Other (Except capacitors suitable for the ignition systems of motor vehicles)</p>	<p>75% or 7s. 6d. each*</p> <p>75%</p> <p>75%</p> <p>Free</p>	<p>54% or 5s. 4.8d. each*</p> <p>54%</p> <p>54%</p> <p>Free</p>

\*The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.19	<p>Electrical apparatus for making and breaking electrical circuits, for the protection of electrical circuits, or for making connections to or in electrical circuits (for example, switches, relays, fuses, lightning arresters, surge suppressors, plugs, lampholders, terminals, terminal strips and junction boxes); resistors, fixed or variable (including potentiometers), other than heating resistors; switchboards (other than telephone switchboards) and control panels:</p> <p>(B) For radio or television apparatus other than apparatus suitable for motor vehicles:</p> <p>(1) Resistors:</p> <p>(a) Wire-wound</p> <p>(2) Other than resistors:</p> <p>(a) Assembled</p> <p>(C) Apparatus for making and breaking electrical circuits or for making connections to or in electrical circuits, not being goods falling in subheading (A) or (B) of this heading:</p> <p>(1) Of materials other than metal, the following:</p> <p>* The rate applicable is whichever is the greater.</p>		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.19 (contd.)	<p>Tumbler switches and rocker dolly switches of which the greatest cross-sectional diameter is not less than one inch (excluding switches fitted with metal plates and switches linked together mechanically or designed to be so linked together)</p> <p>Plates and covers for switches or sockets</p> <p>Fixing rings for use in conjunction with switch-plates; outlet-sockets suitable for fixing to a flat surface and outlet-plugs suitable for use therewith (excluding sockets fitted with metal plates and plugs incorporating a switch)</p> <p>Bayonet lamp-holder plugs</p> <p>Inlet-plugs suitable for use with electric smoothing irons or electric kettles</p> <p>Ceiling roses (excluding roses incorporating a switch)</p> <p>Bayonet lamp-holders</p> <p>Protective shields for lamp-holders</p> <p>Junction boxes of which the greatest diameter does not exceed 4 inches and which do not incorporate more than 6 terminals</p> <p>Socket outlet adaptors to which may be fitted 2 or 3 plugs</p>		

(For rates see preceding page)

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.19 (contd.)	(D) Parts of the goods of subheading (C) of this heading:  (1) Parts of tumbler switches, of rocker, jolly switches, of sockets, of plugs, of ceiling roses, of lamp-holders or of junction boxes	75%	60%
85.21	Thermionic, cold cathode and photo-cathode valves and tubes (including vapour or gas filled valves and tubes, cathode-ray tubes, television camera tubes and mercury arc rectifying valves and tubes); photocells; mounted transistors and similar mounted devices incorporating semi-conductors; mounted piezo-electric crystals	Free	Free
85.22	Electrical goods and apparatus (except those suitable for use solely or principally as parts of other machines or apparatus), not falling within any other heading of this Chapter:  (A) Articles fitted with neon tubes	75%	60%
85.23	Insulated (including enamelled or anodised) electric wire, cable, bars, strip and the like (including coaxial cable), whether or not fitted with connectors:  (B) Other than wire or cable of which any covering or sheathing, whether internal or external, is of metal:  (1) Wire or cable insulated with rubber or artificial plastic material, the following:	50%	40%

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SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
85.23 (contd.)	<p>Wire or cable of which no core contains more than 7 strands</p> <p>Wire or cable of which no core contains less than 8 strands, being of the kind to which the term "flexible" is commonly applied</p>		
85.26	<p>Insulating fittings for electrical machines, appliances or equipment, being fittings wholly of insulating material apart from any minor components of metal incorporated during moulding solely for purposes of assembly, but not including insulators falling within heading No. 85.25:</p> <p>(A) For tumbler switches, rocker dolly switches, sockets, plugs, ceiling roses, lamp-holders or junction boxes of heading No. 85.19 (C)</p>	75%	60%

SCHEDULE LXI - IRELANDPART I (continued)Chapter 86

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
86.01	Steam rail locomotives and tenders	Free	Free
86.02	Electric rail locomotives, battery operated or powered from an external source of electricity	Free	Free
86.03	Other rail locomotives	Free	Free
ex 86.09	Parts of railway and tramway locomotives and rolling-stock — Brake regulators	Free	Free

SCHEDULE LXX - IRELANDPART I - (continued)Chapter 87

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
87.13	Baby carriages and invalid carriages (other than motorised or otherwise mechanically propelled) and parts thereof		
	(A) Baby carriages	75%	60%
87.14	Other vehicles (including trailers) not mechanically propelled, and parts thereof:		
	(F) Wheelbarrows and hand propelled carts, trucks and trolleys, of iron or steel	37.5%	30%
	(G) Other hand propelled vehicles except watering carts	75%	60%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 88

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
88.01	Balloons and airships	Free	Free
88.02	Flying machines, gliders and kitos; rotochutes	Free	Free
88.03	Parts of goods falling in heading No. 88.01 or 88.02	Free	Free
88.04	Parachutes and parts thereof and accessories thereto	Free	Free
88.05	Catapults and similar aircraft launching gear; ground flying trainers; parts of any of the foregoing articles	Free	Free

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 90

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.01	Lenses, prisms, mirrors and other optical elements, of any material, unmounted, other than such elements of glass not optically worked; sheets or plates, of polarising material:  (A) Ophthalmic lenses, corrective, other than contact lenses, being lenses of which the greatest diameter does not exceed 48 millimetres	50%	40%
90.03	Frames and mountings, and parts thereof, for spectacles, pince-nez, lorgnettes, goggles and the like:  (A) For goggles  (B) Other:  (1) Wholly of, or containing (otherwise than as a minor constituent), artificial plastic material:  (a) Frames or mountings	Free	Free
90.04	Spectacles, pince-nez, lorgnettes, goggles and the like, corrective, protective or other:  (A) Goggles  (B) Other:	50% or 6s. each*	40% or 4s. 9.6d. each*

\*The rate applicable is whichever is the greater.

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.04 (contd.)	(1) Wholly of, or containing (otherwise than as a minor constituent), artificial plastic material  (2) Other	50% or 6s. each*  50%	40% or 4s. 9.6d. each*  40%
90.12	Compound optical microscopes, whether or not provided with means for photographing or projecting the image	Free	Free
90.13	Optical appliances and instruments (but not including lighting appliances other than search-lights or spot lights), not falling within any other heading of this Chapter	Free	Free
90.14	Surveying (including photo-(grammetrical surveying), hydrographical, navigational, meteorological, hydrological and Geophysical instruments; compasses; rangefinders	Free	Free
90.15	Balances of a sensitivity of five centigrammes or better, with or without their weights	Free	Free
90.16	Drawing, marking-out and mathematical calculating instruments, drafting machines, pantographs, slide rules, disc calculators and the like; measuring or checking instruments, appliances and machines, not falling within any other heading of this Chapter (for example, micrometers; callipers, gauges, measuring rods, balancing machines); profile projectors	Free	Free
*The rate applicable is whichever is the greater.			

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
90.17	Medical, dental, surgical and veterinary instruments and appliances (including electro-medical apparatus and ophthalmic instruments)	Free	Free
90.24	Instruments and apparatus for measuring, checking or automatically controlling the flow, depth, pressure or other variables of liquids or gases, or for automatically controlling temperature, (for example, pressure gauges, thermostats, level gauges, flow meters, heat meters, automatic oven-draught regulators), not being articles falling within heading No. 90.14:		
	(B) Other than instruments and apparatus suitable for use as parts of motor vehicles	Free	Free
90.26	Gas, liquid and electricity supply or production meters; calibrating meters therefor: ex (C) Liquid meters	Free	Free
90.28	Electrical measuring, checking, analysing or automatically controlling instruments and apparatus: (B) Other than instruments and apparatus suitable for use as parts of motor vehicles	Free	Free

SCHEDULE LXI - IRELANDPART I (continued)Chapter 94

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
94.01	<p>Chairs and other seats, (other than those falling within heading No. 94.02), whether or not convertible into beds, and parts thereof:</p> <p>(3) Parts:</p> <p>(6) Other (not including parts suitable for motor vehicles; standards, seat bottoms and seat bottom frames for seats and seating of the kind commonly known as tip-up chairs for cinemas and theatres; stiles, treads, rungs and feet of aluminium for dual-purpose stool-steps):</p> <p>(a) of metal</p>		
94.02	<p>Medical, dental, surgical or veterinary furniture (for example, operating tables, hospital beds with mechanical fittings); dentists' and similar chairs with mechanical elevating, rotating or reclining movements; parts of the foregoing articles:</p> <p>(A) Bedsteads, chairs, medical instrument tables and medical dressing tables, stools, seats, couches, cupboards, lockers, leg rests and wheeled stretchers, of metal</p> <p>(C) Parts:</p> <p>(1) Of the goods of subheading (A) of this heading, of metal</p>	75, 75, 75, 75,	60, 60, 60,

SCHEDULE LXI - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
94.03	Other furniture and parts thereof:		
(A) Bedsteads		75%	60%
(B) Stands for carrycots		75%	60%
(C) Other furniture:			
(1) Of wood:			
(a) Outdoor tables; easels; display stands; boot racks; ornamental tubs; showcases and similar shop equipment		50%	40%
(2) Of metal:			
(a) Fireside companion sets and stands therefor		37.5%	30%
(b) Tables; cupboards; food wagons; lockers; screens (including draught or bed screens); guards; filing cabinets, racks and shelving, for commercial, office or library use; commercial display stands		75%	60%
(3) Of sheet or plate glass		60%	48%
(D) Parts:			
(1) Of wood:			
(b) Of the articles mentioned at subheading (C)(1)(a) of this heading and of articles of purely religious use		75%	60%
(2) Of metal		75%	60%

SCHEDULE LXI - IRELANDPART I (continued)Chapter 77

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
97.01	wheeled toys designed to be ridden by children (for example, toy bicycles and tricycles and pedal motor cars); dolls' prams and dolls' push chairs;		
	(A) Flat back tricycles, scooters, and parts (other than wheels) of such toys, of metal	60%	48%
	(B) Dolls' prams and parts (other than wheels) thereof	50%	40%
	(C) Wire-spoked wheels having an external diameter (exclusive of any tyres fitted thereto) of not less than $4\frac{1}{2}$ inches and not more than 5 inches; disc wheels of iron or steel (other than cast iron) having a rim width not exceeding $\frac{3}{8}$ inch	60%	48%
	(D) Other:		
	(1) Of wood	50%	40%
97.03	Other toys; working models of a kind used for recreational purposes;		
	(A) Wheelbarrows of metal	60%	48%
	(C) Toy handbags	60%	48%
	(G) Parts:		
	ex (1) Of the toys of subheadings (A) and (C) of this heading, of metal (other than wheels) of rubber or of artificial plastic material	60%	48%

SCHEDULE IX - IRELANDPART I (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
97.03 (contd.)	(2) Wire-spoked wheels having an external diameter (exclusive of any tyres fitted thereto) of not less than 4½ inches and not more than 5½ inches; disc wheels of iron or steel (other than cast iron) having a rim width not exceeding $\frac{3}{4}$ inch	60%	48%
97.04	Equipment for parlour, table and funfair games for adults or children (including billiard tables and pin-tables and tabletennis requisites):  (B) Tables (including coin or disc-operated tables) for billiards and such games; tables with inlaid tops in the form of playing boards for chess, draughts or the like:  (2) Other than of wood	75%	60%
97.06	Appliances, apparatus, accessories and requisites for gymnastics or athletics, or for sports and outdoor games (other than articles falling within heading No. 97.04):  (A) Footballs the covers of which are made of leather; football covers of leather  (3) Tennis balls	75%	60%
97.07	Fish-hooks, line fishing rods and tackle; fish landing nets and butterfly nets; decoy "birds", lark mirrors and similar hunting or shooting requisites:	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
97.07 (contd.)	(A) Fishing rods	60% or 10s. each *	48% or 8s. each *
	(B) Sections of fishing rods	60% or 5s. each *	48% or 4s. each *
	ex(C) Fish hooks (other than hooks with gut attached)	Free	Free
	(D) Parts of fishing rods (other than sections or blanks therefor, fish hooks, excluding hooks with gut attached and split rings and swivels	60%	48%
	(E) Other articles of fishing tackle (but not including fishing reels, other than reels of wood), fish-landing nets	60%	48%
			*The rate applicable is whichever is the greater

SCHEDULE LXX - IRELANDPART I - (continued)Chapter 98

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
98.01	Buttons and button moulds, studs, cuff-links, and press-fasteners, including snap-fasteners and press-studs; blanks and parts of such articles:  (A) Uncovered buttons, other than buttons of stone, metal, leather, mother of pearl, fresh water shell or sea shell  (B) Button blanks, other than blanks of stone, metal, leather, mother of pearl, fresh water shell or sea shell  (D) Other (except metal cuff-links)	75% or 1s.6d. per gross *  75% or 1s.6d. per gross *  Free	60% or 1s. 2.4d. per gross *  60% or 1s. 2.4d. per gross *  Free
98.03	Fountain pens, stylograph pens and pencils (including ball point pens and pencils) and other pens, pen-holders, pencil-holders and similar holders, propelling pencils and sliding pencils; parts and fittings thereof, other than those falling within heading No. 98.04 or 98.05:  (C) Pen-handle sticks of wood, enamelled, lacquered or varnished  (D) Propelling pencils and sliding pencils	50% or 6s. per gross *	40% or 4s. 9.6d. per gross *
98.05	Pencils (other than pencils of heading No. 98.03) pencil leads, slate pencils, crayons and pastels, drawing charcoal and writing and drawing chalks; tailors and billiards chalks:	45%	36%

\* The rate applicable is whichever is the greater.

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
98.05 (contd.)	(A) Pencils:  (1) Of a length (including any accessories or fittings) of 8 inches or less  (2) Of a length (including any accessories or fittings) of more than 8 inches	50% or 12s. per gross *  50% or £1.4s. per gross *	40% or 9s. 7.2d. per gross *  40% or 19s. 2d. per gross *
	(B) Leads for propelling and sliding pencils	45%	36%
	(C) Crayons, pastels, writing and drawing chalks and tailors' chalks (excluding those produced by a casting process, if not made on a wax basis):  (1) Of a length (including any accessories or fittings) of 8 inches or less  (2) Of a length (including any accessories or fittings) of more than 8 inches	50% or 6s. per gross *	40% or 4s. 9.6d. per gross *
98.07	Date, sealing or numbering stamps, and the like, (including devices for printing or embossing labels), designed for operating in the hand; hand-operated composing sticks and hand printing sets incorporating such composing sticks:  (A) Date stamps and marking stamps wholly or partly of rubber	50% or 12s. per gross *	40% or 9s. 7.2d. per gross *
		15%	12%
	* The rate applicable is whichever is the greater.		

SCHEDULE LXI - IRELANDPART I - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
98.14	Scent and similar sprays of a kind used for toilet purposes, and mounts and heads therefor	60%	48%
98.15	Vacuum flasks and other vacuum vessels, complete with cases; parts thereof, other than glass innert;		
	(A) Portable vacuum flasks for containing food or drink	50%	40%

SCHEDULE LXI - IRELANDPART I - (continued)Chapter 99

Tariff Item Number	Description of Products	Base Rate of Duty	Concession Rate of Duty
99.01	Paintings, drawings and pastels, executed entirely by hand, (other than industrial drawings falling within heading No. 49.06 and other than hand-painted or hand-decorated manufactured articles)	Free	Free
99.02	Original engravings, prints and lithographs	Free	Free
99.03	Original sculptures and statuary, in any material	Free	Free
99.04	Postage, revenue and similar stamps (including stamp-postmarks and franked envelopes, letter-cards and the like), used, or if unused not of current or new issue in the country to which they are destined	Free	Free
99.05	Collections and collectors' pieces of zoological, botanical, mineralogical, anatomical, historical, archaeological, paleontological, ethnographic or numismatic interest	Free	Free
99.06	Antiques of an age exceeding one hundred years	Free	Free

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SCHEDULE LXI - IRELANDPART IIPreferential Tariff

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
06.01	Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, dormant, in growth or in flower:  (B) Other than rhubarb crowns:  (1) In growth	10d. per lb.	6d. per lb.	6.7d. per lb.	4d. per lb.
06.02	Other live plants, including trees, shrubs, bushes, roots, cuttings and slips:  (A) Trees, shrubs and bushes (including roots, cuttings and slips <del>the</del> of):  (1) Rose bushes		3d. per bush		2d. per bush
	(B) (1) Plants in flower	10d. per lb.	6d. per lb.	8d. per lb.	4.8d. per lb.
07.01	Vegetables, fresh or chilled:  ex (H) Onions and shallots imported on or after any 16th day of March and on or before the next following 14th day of May	4d. per lb.		3.3d. per lb.	
15.07	Fixed vegetable oils, fluid or solid, crude, refined or purified:  ex (B) Palm kernel, cocoa and soya oil		33.3%		24%

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
15.12	Animal or vegetable oils and fats, wholly or partly hydrogenated, or solidified or hardened by any other process, whether or not refined, but not further prepared:				
	(A) Animal fats and oils, other than fish fats and oils	£2.16s. per cwt.		£2.0.4d. per cwt	24%
	(B) Fish fats and oils, refined		33.3%		24%
	(C)(2) Vegetable fats and oils other than tung or china wood oil, olive oil, castor oil, almond oil, croton oil, wheat germ oil and unbleached unrefined palm oil		33.3%		24%
16.04	Prepared or preserved fish, including caviar and caviar substitutes:				
	(A)(2) Caviar and caviar substitutes in sealed bottles, jars, kegs, pots, tins or cans		30%		27%
27.10	Petroleum oils and oils obtained from bituminous minerals, other than crude; preparations not elsewhere specified or included, containing not less than seventy per cent. by weight of petroleum oils or of oils				

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
27.10 (continued)	obtained from bituminous minerals, these oils being the basic constituents of the preparations:  (B) Heavy oils as defined in Note 5(b) to Chapter 27 of the Irish Tariff	33.3%		24%	
54.03	Flax or ramie yarn, not put up for retail sale:  (A) Multiple or cabled, of flax		40%		27%
	(B) Single, of flax, put up in balls		40%		27%
	(C) Other:  (1) Containing wool, hair or man-made fibres (continuous)		33.3%		24%
54.04	Flax or ramie yarn, put up for retail sale:  (A) Of flax		40%		27%
	(B) Other:  (1) Containing wool or hair		33.3%		24%
59.10	Linoleum and materials prepared on a textile base in a similar manner to linoleum, whether or not cut to shape or of a kind used as				

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Prof.
59.10 (continued)	floor coverings; floor coverings consisting of a coating applied on a textile base, cut to shape or not:  (A) Inlaid		1s.4d. per sq. yd.		11.5d. per sq. yd.
59.11	Rubberised textile fabrics, other than rubberised knitted or crocheted goods:  (A) Leathercloth exceeding 4 inches in width:  (1) Containing more than 50 per cent. by weight of cotton  (2) Other  (B) Printed, painted or embossed (other than leathercloth of sub-heading (A) of this heading):  (1) Containing more than 50 per cent. by weight of cotton		40%	28.8%	28.8%
			33.3% or 1s.8d. per sq. yd.	24% or 1s.2s.4d. per sq. yd.*	

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Prof.
59.11 (continued)	(2) Other		33.3% or 1s.8d. per sq. yd.		24% or 1s.2.4d. per sq. yd.
	(C)(2) Other except fabrics containing not less than 33½ per cent. by weight of rubber (other than fabrics of the nature of tarpaulin);				
	(a) Woven, not less than 30 centimetres in width, the following:				
	(i) Containing wool or fine animal hair and not less than 4½ ounces in weight per square yard		50% or 12s. per sq. yd.		36% or 8s.7.7d. per sq. yd.
	(ii) Other, the following				
	Containing man-made fibres and exceeding 8 ounces in weight per square yard (other than ticken)		50% or 12s. per sq. yd.		36% or 5s.4.8d. per sq. yd.
	* The rate applicable is whichever is the greater				

SCHEDULE LXI - IRELANDPART II- (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
59.11 (continued)	(b) Other:				
	(i) Woven, containing more than 60 per cent. by weight of cotton		50% or 2s.8d. per sq.yd. <sup>+</sup>		36% or 1s.1ld. per sq. yd. <sup>+</sup>
	(ii) Other:				
	(I) Woven, not less than 30 centimetres in width:				
	(Ia) Containing more than 50 per cent. by weight of cotton		33.3% or 1s.8d. per sq. yd.		24% or 1s.2.4d. per sq. yd.
	(Ib) Other		33.3% or 1s.8d. per sq. yd.		24% or 1s.2.4d. per sq. yd.
	* The rate applicable is whichever is the greater				

SCHEDULE LXI - IRELANDPART II -- (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
59.17	Textile fabrics and textile articles, of a kind commonly used in machinery or plant:  (A) Articles of wadding containing wool, cotton or man-made fibres, the following:  Milk pads or wads, filter pads or wads, dust pads or wads and respirator pads or wads:  (1) Containing more than 50 per cent. by weight of cotton  (2) Other		33.3%	24%	
60.06	Knitted or crocheted fabric and articles thereof, elastic or rubberised (including elastic knee-caps and elastic stockings):  (B) Rubberised fabric:  (1) Knitted:  (a) of wool and/or fine animal hair  (b) Other		50%	36%	18%

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Goods	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
ex 61.06	Shawls:				
	(A) Wholly of linen		25%		18%
	(B) Other:				
	(1) Containing more than 50 per cent. by weight of cotton		50%		36%
	(2) Other		50%		36%
61.07	Ties, bow ties and cravats:				
	(A) Containing more than 50 per cent. by weight of cotton		50%		36%
	(B) Other		50%		36%
61.09	Corsets, corset-belts, suspender-belts, brassieres, braces, suspenders, garters and the like (including such articles of knitted or crocheted fabric), whether or not elastic:				
	(B) Other than brassieres				
	(1) Containing more than 50 per cent. by weight of cotton		50%		36%
	(2) Other		50%		36%

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Goods	Basic Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
62.01	Travelling rugs; blankets: (B)(1) Blankets of wool and or fine animal hair		25%		18%
68.02	Worked monumental or building stone, and articles thereof (including mosaic cubos), other than goods falling within heading No. 68.01 or within Chapter 6: ex (A) Covings stones	66.7%		48%	
70.04	Unworked cast or rolled glass (including flashed or wired glass), whether figured or not, in rectangles		40%		28.8%
70.05	Unworked drawn or blown glass (including flashed glass), in rectangles		40%		28.8%
70.06	Cast, rolled, drawn or blown glass (including flashed or wired glass), in rectangles, surface ground or polished, but not further worked		40%		28.8%
70.13	Glassware (other than articles falling in heading No. 70.19) of a kind commonly used for table, kitchen, toilet or office purposes, for indoor decoration, or for similar uses:				

SCHEDULE LXI - IRELANDPART II - (continued)

Tariff Item Number	Description of Goods	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Prof.	Preferential	Special Prof.
70.13 (continued)	(A) Drinking glasses: (1) Of crystal glass		33.3½ or 3d. each*		24½ or 5.8d. each*
83.07	Lamps and lighting fittings, of base metal, and parts thereof, of base metal (excluding switches, electric lamp holders, electric lamps for vehicles, electric battery or magneto lamps, and other articles falling within Chapter 85 except heading No.85.22):  (A) Fittings and fixtures for electric lighting: (2) Other than fixtures and fittings for fluorescent lighting (a) Suitable for domestic use		30%		21.6%
	(B) Other: (1) Fancy or ornamental articles suitable for domestic use, of wrought iron		30%		21.6%
84.21	Mechanical appliances (whether or not hand operated) for projecting, dispersing or spraying liquids or powders;				

\* The rate applicable is whichever is the greater

SCHEDULE LXI - IRELANDPART II (continued)

Tariff Item Number	Description of Products	Base Rate of Duty		Concession Rate of Duty	
		Preferential	Special Pref.	Preferential	Special Pref.
84.21 (continued)	fire extinguishers (charged or not); spray guns and similar appliances; steam or sand blasting machines and similar jet projecting machines;				
	(C) Metal parts of portable chemical fire extinguishers:				
	(i) Sprinklers	40%		28.8%	
85.18	Electrical capacitors fixed or variable:				
	(B) Variable capacitors for radio or television apparatus:				
	(1) With movable vanes	50% or 5s. each +		36% or 3s.7d. each	
	(2) Other	50%		36%	
	(C) Assembled parts of goods of subheading (B) of this heading	50%		36%	
+ The rate applicable is whichever is the greater					

Note: The Preferential rate applies to goods grown, produced or manufactured in, and consigned from, the British Commonwealth or the Republic of South Africa.

The Special Preferential rate applies to goods grown, produced or manufactured in Canada.

MULTILATERAL  
**General Agreement on Tariffs and Trade**

*Protocol for the accession of Poland to the agreement of  
October 30, 1947.*

*Done at Geneva June 30, 1967;  
Entered into force October 18, 1967.*

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PROTOCOL FOR THE ACCESSION OF POLAND TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE D'ACCESSION DE LA POLOGNE A  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

30 June 1967  
Geneva

PROTOCOL FOR THE ACCESSION OF POLAND TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

The governments which are contracting parties to the General Agreement on Tariffs and Trade<sup>[1]</sup> (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community, and the Government of the Polish People's Republic (hereinafter referred to as "Poland"),

HAVING regard to the results of the negotiations directed towards the accession of Poland to the General Agreement,

TAKING NOTE of the requests of Poland for accession dated 31 March 1959 and 15 December 1966 and of the Declaration on Relations between Contracting Parties and Poland dated 9 November 1959,

HAVE through their representatives agreed as follows:

Part I - General

1. Poland shall, upon entry into force of this Protocol pursuant to paragraph 11, become a contracting party to the General Agreement, as defined in Article XXIII thereof, and shall apply to contracting parties provisionally and subject to this Protocol:

- (a) Parts I, III and IV of the General Agreement, and
- (b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied to contracting parties by Poland shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment,<sup>[1]</sup> as rectified, amended, or otherwise modified by such instruments as may have become at least partially effective on the day on which Poland becomes a contracting party; provided that this does not mean that Poland undertakes to apply a provision of any such instrument prior to the effectiveness of such provision pursuant to the terms of the instrument.

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<sup>1</sup> TIAS 1700; 61 Stat., pts. 5 and 6.

- (b) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article I of the General Agreement refer to the date of that Agreement, the applicable date in respect of Poland shall be the date of this Protocol.
3. (a) Contracting parties which on the date of this Protocol apply to imports from Poland prohibitions or quantitative restrictions which are inconsistent with Article XIII of the General Agreement may, notwithstanding these provisions, continue to apply such prohibitions or restrictions to their imports from Poland provided that the discriminatory element in these restrictions is (a) not increased and (b) progressively relaxed as far as the quantities or values of permitted imports of Polish origin are concerned so that at the expiry of the transitional period the length of which will be determined in accordance with (c) below, any inconsistency with the provisions of Article XIII has thus been eliminated.
- (b) The CONTRACTING PARTIES shall in the course of the annual consultations provided for in paragraph 5 below review measures taken by contracting parties pursuant to the provisions of this paragraph, and make such recommendations as they consider appropriate.
- (c) During the course of the third annual consultation provided for in paragraph 5 below, the CONTRACTING PARTIES shall, in the light of all relevant circumstances, consider the establishment of a date for the termination of the transitional period referred to in (a) above. If no such date is fixed during the course of such consultation, this question shall be re-examined at each subsequent annual consultation until a date is fixed.
4. (a) If any product is being imported into the territory of a contracting party from the territory of Poland in such increased quantities or under such conditions as to cause or threaten serious injury to domestic producers in the former territory of like or directly competitive products, the provisions of (b) to (e) of this paragraph shall apply.
- (b) The contracting party concerned may request Poland to enter into consultation with it. Any such request shall be notified to the CONTRACTING PARTIES. If, as a result of this consultation, Poland agrees that the situation referred to in (a) above exists, it shall limit exports or take such other action, which may include action with respect to the price at which the exports are sold, as will prevent or remedy the injury.

- (c) Should it not be possible to reach agreement between Poland and the contracting party concerned as a result of consultation under (b), the matter may be referred to the CONTRACTING PARTIES who shall promptly investigate the matter and who may make recommendations to Poland or to the contracting party which initially raised the matter.
- (d) If following action under (b) and (c) above, agreement is still not reached between Poland and the contracting party concerned, the contracting party shall be free to restrict imports from the territory of Poland of the product concerned to the extent and for such time as is necessary to prevent or remedy the injury. Poland shall then be free to deviate from its obligations to the contracting party concerned in respect of substantially equivalent trade.
- (e) In critical circumstances, where delay would cause damage difficult to repair the contracting party affected may take action provisionally without prior consultation, on the condition that consultation shall be affected immediately after taking such action.

5. Nine months after the date of this Protocol and annually thereafter the Polish Government shall consult with the CONTRACTING PARTIES with a view to reaching agreement on Polish targets for imports from the territories of the contracting parties as a whole in the following year. These consultations on Polish trade with contracting parties would follow the lines laid down in Annex A to this Protocol.

6. During the course of each consultation provided for in paragraph 5 above, there shall be a review of trade in the preceding twelve-month period between contracting parties and Poland. If it is established in such a review that Polish imports from the territories of contracting parties in this period have, for reasons other than an unexpected decline in Polish exports to the territories of contracting parties, fallen short of the quantities or values provided for, in the relevant annual consultation, the CONTRACTING PARTIES shall consider the situation, and make such recommendations as they consider appropriate.

7. Pursuant to the procedures outlined in paragraph 6, or not less than three months before an annual consultation provided for in paragraph 5, a contracting party may request Poland or Poland may request a contracting party to enter into consultation with it. Any such requests shall be notified to the CONTRACTING PARTIES. Should such consultation not lead to a result satisfactory to the contracting party or to Poland, that contracting party or Poland may suspend the application to Poland or to the contracting party concerned of such concessions or other obligations under the General Agreement as it considers necessary and shall immediately inform

the CONTRACTING PARTIES of any such action. At the request of the contracting party, Poland or any other contracting party having a substantial interest in the subject of the consultation, the CONTRACTING PARTIES shall consult with that contracting party and Poland. Should such consultation not lead to an agreement between the contracting party and Poland, and should the contracting party or Poland continue to take action under this paragraph, Poland or the contracting party shall be free, while such action is taken, to suspend to an equivalent extent the application to that contracting party or to Poland of such concessions or other obligations under this Protocol as it may consider necessary.

8. Poland reserves its position with respect to the provisions of paragraph 6 of Article XV of the General Agreement, but undertakes that, so long as Poland is not a member of the International Monetary Fund, it will act in exchange matters in accordance with the intent of the General Agreement and in a manner fully consistent with the principles laid down in the text of the special exchange agreement as adopted by the CONTRACTING PARTIES in their Resolution of 20 June 1949. Poland shall report to the CONTRACTING PARTIES promptly on any action taken by it which would have been required to be reported to the CONTRACTING PARTIES had Poland signed the special exchange agreement. Poland shall consult with the CONTRACTING PARTIES at any time, subject to thirty days' notice, upon request of any contracting party which considers that Poland has taken exchange action which may have a significant effect on the application of the provisions of the General Agreement or is inconsistent with the principles and objectives of the special exchange agreement. If, as a result of such consultation, the CONTRACTING PARTIES find that Poland has taken exchange action contrary to the intent of the General Agreement, they may determine that the present reservation shall cease to apply and Poland shall thereafter be bound by the provisions of paragraph 6 of Article XV of the General Agreement.

#### Part II - Schedule

9. The schedule in Annex B shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to Poland.

#### Part III - Final Provisions

10. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for signature by Poland until 1 July 1968. It shall also be open for signature by contracting parties and by the European Economic Community.

11. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by Poland.<sup>[1]</sup>

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<sup>1</sup> Poland signed Sept. 18, 1967; the United States signed Apr. 3, 1968.

12. Signature of this Protocol by Poland shall constitute final action to become a party to each of the following instruments:

- (i) Protocol Amending Part I and Articles XXIX and XXX, Geneva, 10 March 1955;
- (ii) Fifth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 3 December 1955;
- (iii) Sixth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 11 April 1957;
- (iv) Seventh Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 30 November 1957;
- (v) Protocol Relating to the Negotiations for the Establishment of New Schedule III - Brazil, Geneva, 31 December 1958;
- (vi) Eighth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 18 February 1959; and
- (vii) Ninth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 17 August 1959.

13. Poland, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession, with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

14. Poland may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 13 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

15. The Director-General shall promptly furnish a certified copy of this Protocol and a notification of each signature thereto, pursuant to paragraph 10, to each contracting party, to the European Economic Community, to Poland and to each government which shall have acceded provisionally to the General Agreement.

16. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[1]</sup>

DONE at Geneva this thirtieth day of June one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, both texts being authentic.

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<sup>[1]</sup> TS 993; 59 Stat. 1052.

ANNEX APlan for Annual Review

The review referred to in paragraph 5 of the Protocol shall cover the following points, among others:

- (i) Polish exports to the territories of contracting parties.
  - (a) The general trend and geographical distribution of Polish exports to the territories of contracting parties. Has there been an unexpected decline or increase in Polish exports?
  - (b) Development of Polish exports of different categories of goods, e.g. agricultural goods, raw materials, semi-manufactured goods, machinery and consumer goods.
  - (c) Action taken by contracting parties under paragraph 3 of the Protocol to remove remaining quantitative restrictions on imports from Poland.
  - (d) Other questions relating to the exports of Poland to the territories of contracting parties in the period under review, including any problems arising of the sort provided for by, or any action taken under paragraph 4 of the Protocol.
- (ii) Polish imports from the territories of contracting parties.
  - (a) The general trend and geographical distribution of Polish imports from the territories of other contracting parties. Did actual Polish imports reach the quantities or values provided for in the period under review? If not, what was the reason for the shortfall in Polish imports?
  - (b) Development of Polish imports of various categories of goods (e.g. agricultural goods, raw materials, semi-manufactured goods, machinery and consumer goods) from the territories of contracting parties in relation to development of Polish imports from other countries.
  - (c) Development of Polish imports from the territories of contracting parties in relation to development of the Polish market.
  - (d) Provision made by Poland pursuant to paragraph 1 of the Schedule of Concessions of Poland to ensure an annual increase in the total value of its imports from the territories of contracting parties.
  - (e) Other questions relating to imports of Poland from the territories of contracting parties.
- (iii) Polish balance of payments with contracting parties.

Balance-of-payments situation including situation of Poland's trade and capital transactions.

ANNEX BSchedule LXV - Poland

1. Subject to paragraph 2 below, Poland shall, with effect from the date of this Protocol, undertake to increase the total value of its imports from the territories of contracting parties by not less than 7 per cent per annum.
2. On 1 January 1971 and thereafter on the date specified in paragraph 1 of Article XXVIII of the General Agreement Poland may, by negotiation and agreement with the CONTRACTING PARTIES, modify its commitments under paragraph 1 above. Should this negotiation not lead to agreement between Poland and the CONTRACTING PARTIES, Poland, shall, nevertheless, be free to modify this commitment. Contracting parties shall then be free to modify equivalent commitments.

PROTOCOLE D'ACCÉSSION DE LA POLOGNE A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne et le gouvernement de la République populaire de Pologne (dénommé ci-après "la Pologne"),

CONSIDERANT les résultats des négociations menées en vue de l'accession de la Pologne à l'Accord général,

PRENANT ACTE des demandes d'accession de la Pologne en date des 31 mars 1959 et 15 décembre 1966 et de la Déclaration sur les relations entre les parties contractantes et la Pologne en date du 9 novembre 1959,

SONT CONVENUS, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première partie - Dispositions générales

1. A compter du jour où le présent Protocole entrera en vigueur conformément au paragraphe 11 ci-après, la Pologne sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera à l'égard des parties contractantes, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) Les Parties I, III et IV de l'Accord général;
- b) La Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées par la Pologne à l'égard des parties contractantes seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs au moins en

partie à la date à laquelle la Pologne deviendra partie contractante; toutefois, cette précision ne signifie pas que la Pologne s'engage à appliquer une disposition figurant dans un tel instrument avant qu'elle soit devenue effective conformément aux clauses de l'instrument en question.

- b) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général mentionnent la date dudit Accord, la date applicable en ce qui concerne la Pologne sera la date du présent Protocole.
3. a) Les parties contractantes qui, à la date du présent Protocole, appliquent aux importations en provenance de Pologne des prohibitions ou des restrictions quantitatives incompatibles avec les dispositions de l'article XIII de l'Accord général peuvent, nonobstant ces dispositions, continuer d'appliquer ces prohibitions ou restrictions à leurs importations en provenance de Pologne, à la condition que l'élément discriminatoire de ces restrictions a) ne soit pas augmenté et b) soit progressivement assoupli en ce qui concerne le volume ou la valeur des importations autorisées d'origine polonaise pour que, à l'expiration de la période transitoire dont la durée sera déterminée conformément aux dispositions de l'alinéa c) ci-après, toute incompatibilité avec les dispositions de l'article XIII ait ainsi été éliminée.
- b) Lors des consultations annuelles prévues au paragraphe 5 ci-après, les PARTIES CONTRACTANTES procéderont à un examen des mesures prisées par les parties contractantes en application des dispositions du présent paragraphe et feront les recommandations qu'elles jugeront appropriées.
- c) Lors de la troisième consultation annuelle prévue au paragraphe 5 ci-après, les PARTIES CONTRACTANTES envisageront, à la lumière de toutes les circonstances pertinentes, la fixation d'une date pour l'expiration de la période transitoire mentionnée à l'alinéa a) ci-dessus. Si aucune date n'est fixée lors de la consultation, la question sera réexaminée à chaque consultation annuelle suivante jusqu'à ce qu'une date soit fixée.
4. a) Si un produit est importé sur le territoire d'une partie contractante en provenance du territoire de la Pologne en quantités tellement accrues ou dans des conditions telles qu'il porte ou menace de porter un préjudice grave aux producteurs nationaux de produits similaires ou de produits directement concurrents, les dispositions des alinéas b) à e) du présent paragraphe seront applicables.

- b) La partie contractante concernée peut demander à la Pologne d'entrer en consultation avec elle. Toute demande de cette nature sera notifiée aux PARTIES CONTRACTANTES. Si, à la suite de cette consultation, la Pologne reconnaît l'existence de la situation mentionnée à l'alinéa a) ci-dessus, elle limitera ses exportations ou prendra toutes autres mesures propres à prévenir ou réparer le préjudice, y compris éventuellement des mesures relatives au prix auquel sont vendus les produits exportés.
- c) Si la Pologne et la partie contractante concernée ne peuvent arriver à un accord à la suite de la consultation prévue à l'alinéa b), la question pourra être portée devant les PARTIES CONTRACTANTES qui procéderont sans retard à un examen de la question et pourront adresser des recommandations à la Pologne ou à la partie contractante qui aura soulevé la question à l'origine.
- d) Si, à la suite de mesures prises conformément aux alinéas b) et c) ci-dessus, la Pologne et la partie contractante concernée n'arrivent toujours pas à un accord, la partie contractante concernée aura la faculté d'appliquer des restrictions aux importations du produit en question provenant du territoire de la Pologne, dans la mesure et pendant le temps nécessaires pour prévenir ou réparer le préjudice. La Pologne aura alors la faculté de déroger à ses obligations à l'égard de la partie contractante concernée pour des échanges substitutiellement équivalents.
- e) Dans des circonstances critiques où tout retard entraînerait un dommage qu'il serait difficile de réparer, la partie contractante affectée pourra prendre des mesures provisoires sans consultation préalable, à la condition de procéder à une consultation immédiatement après avoir pris de telles mesures.

5. A l'expiration d'un délai de neuf mois à compter de la date du présent Protocole, et chaque année par la suite, la Pologne procédera à une consultation avec les PARTIES CONTRACTANTES en vue d'arriver à un accord sur les objectifs polonais d'importation en provenance de l'ensemble des territoires des parties contractantes pour l'année suivante. Ces consultations sur le commerce de la Pologne avec les parties contractantes se dérouleraient selon le plan énoncé à l'annexe A du présent Protocole.

6. Lors de chacune des consultations prévues au paragraphe 5 ci-dessus, les échanges entre les parties contractantes et la Pologne au cours des douze mois précédents feront l'objet d'un examen. S'il est établi au cours de cet examen que, pour des raisons autres qu'un recul inattendu des exportations polonaises

vers les territoires des parties contractantes, les importations de la Pologne en provenance des territoires des parties contractantes ont été inférieures, pendant cette période, aux quantités ou aux valeurs prévues pour cette période lors d'une consultation annuelle, les PARTIES CONTRACTANTES examineront la situation et feront les recommandations qu'elles jugeront appropriées.

7. En application des procédures énoncées au paragraphe 6, ou pas moins de trois mois avant l'examen annuel prévu au paragraphe 5, une partie contractante pourra demander à la Pologne ou la Pologne demander à une partie contractante à entrer en consultation avec celle. Toute demande de cette nature sera notifiée aux PARTIES CONTRACTANTES. Si cette consultation n'aboutit pas à un résultat satisfaisant pour la partie contractante ou pour la Pologne, cette partie contractante ou la Pologne pourra suspendre, dans la mesure où elle le jugera nécessaire, l'application à la Pologne ou à la partie contractante en cause, de concessions ou d'autres obligations résultant de l'Accord général et elle informera immédiatement les PARTIES CONTRACTANTES des mesures qu'elle aura prises. A la demande de la partie contractante, de la Pologne ou de toute autre partie contractante ayant un intérêt substantiel à l'objet de cette consultation, les PARTIES CONTRACTANTES entreront en consultation avec la partie contractante et la Pologne. Si cette consultation ne conduit pas à un accord entre la partie contractante et la Pologne, et si la partie contractante ou la Pologne maintiennent ses mesures en vertu du présent paragraphe, la Pologne ou la partie contractante aura la faculté, tant que ces mesures seront maintenues, de suspendre dans une mesure équivalente, de la manière qu'elle jugera nécessaire, l'application à cette partie contractante ou à la Pologne de concessions ou d'autres obligations prévues dans le présent Protocole.

8. La Pologne réserve sa position en ce qui concerne les dispositions du paragraphe 6 de l'article XV de l'Accord général mais s'engage, aussi longtemps qu'elle ne sera pas membre du Fonds monétaire international, à agir en matière de change conformément à l'esprit de l'Accord général et d'une manière entièrement compatible avec les principes énoncés dans le texte de l'accord spécial de change adopté par les PARTIES CONTRACTANTES dans leur Résolution du 20 juin 1949. La Pologne fera rapport sans retard aux PARTIES CONTRACTANTES sur toute mesure prise par elle qui aurait dû faire l'objet d'un rapport aux PARTIES CONTRACTANTES si la Pologne avait signé un accord spécial de change. En tout temps, la Pologne devra, sous réserve d'un préavis de trente jours, avoir des consultations avec les PARTIES CONTRACTANTES à la demande de toute partie contractante qui estimerait qu'elle a pris, en matière de change, des mesures qui peuvent avoir un effet significatif sur l'application des dispositions de l'Accord général ou qui sont incompatibles avec les principes et objectifs de l'accord spécial de change. Si, à la suite de ces consultations, les PARTIES CONTRACTANTES constatent que la Pologne a pris en matière de change des mesures contraires à l'esprit de l'accord général, elles pourront décider que la présente réserve cesse de s'appliquer et, par la suite, la Pologne sera liée par les dispositions du paragraphe 6 de l'article XV de l'Accord général.

Deuxième partie - Liste

9. La liste reproduite à l'annexe B deviendra Liste de la Pologne annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

Troisième partie - Dispositions finales

10. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES. Il sera ouvert à la signature de la Pologne jusqu'au 1er juillet 1968. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

11. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par la Pologne.

12. La signature du présent Protocole par la Pologne constituera la mesure finale nécessaire pour que la Pologne devienne partie à chacun des instruments suivants:

- i) Protocole portant amendement de la Partie I et des articles XXIX et XXX, Genève, 10 mars 1955;
- ii) Cinquième Protocole de rectification et de modification des Listes, Genève, 3 décembre 1955;
- iii) Sixième Protocole de rectification et de modification des Listes, Genève, 11 avril 1957;
- iv) Septième Protocole de rectification et de modification des Listes, Genève, 30 novembre 1957;
- v) Protocole concernant les négociations en vue de l'établissement d'une nouvelle Liste III - Brésil, Genève, 31 décembre 1958;
- vi) Huitième Protocole de rectification et de modification des Listes, Genève, 18 février 1959; et
- vii) Neuvième Protocole de rectification et de modification des Listes, Genève, 17 août 1959.

13. La Pologne, étant devenue partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourra accéder à cet Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accession auprès du Directeur général. L'accession prendra effet le jour où

l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accession si cette date est postérieure à la première. L'accession à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

14. La Pologne pourra, avant son accession à l'Accord général conformément au paragraphe 13, dénoncer l'application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

15. Le Directeur général remettra sans retard une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole conformément au paragraphe 10, à chaque partie contractante, à la Communauté économique européenne, à la Pologne et à chaque gouvernement qui aura accédé provisoirement à l'Accord général.

16. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

FAIT à Genève, le trente juin mil neuf cent soixante-sept, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

ANNEXE APlan d'examen annuel

L'examen mentionné au paragraphe 5 du Protocole portera notamment sur les points suivants:

- i) Exportations polonaises à destination des territoires des parties contractantes.
  - a) Tendances générales et distribution géographique des exportations polonaises vers les territoires des parties contractantes. Les exportations polonaises ont-elles marqué un fléchissement ou un accroissement imprévu?
  - b) Evolution des exportations polonaises de différentes catégories de produits, par exemple produits agricoles, matières premières, demi-produits, machines et biens de consommation.
  - c) Mesures prises par les parties contractantes en application du paragraphe 3 du Protocole en vue de supprimer les restrictions quantitatives encore appliquées à des importations en provenance de Pologne.
  - d) Autres questions touchant les exportations de la Pologne vers les territoires des parties contractantes pendant la période considérée, y compris tout problème du genre prévu au paragraphe 4 du Protocole, ou toute mesure prise au titre de ce paragraphe.
- ii) Importations de la Pologne en provenance des territoires des parties contractantes.
  - a) Tendances générales et distribution géographique des importations de la Pologne en provenance des territoires des autres parties contractantes. Les importations effectives de la Pologne ont-elles atteint les quantités ou les valeurs prévues pour la période sur laquelle porte l'examen? Dans la négative, quelle a été la raison de l'insuffisance des importations polonaises?
  - b) Evolution des importations Polonaises des différentes catégories de produits (par exemple: produits agricoles, matières premières, demi-produits, machines et biens de consommation) en provenance des territoires des parties contractantes par rapport à l'évolution des importations polonaises en provenance d'autres pays.

- c) Evolution des importations de la Pologne en provenance des territoires des parties contractantes par rapport à l'évolution du marché polonais.
- d) Dispositions prises par la Pologne en application du paragraphe 1 de la liste de concessions de la Pologne en vue d'assurer une augmentation annuelle de la valeur totale de ses importations en provenance des territoires des parties contractantes.
- e) Autres questions concernant les importations de la Pologne en provenance des territoires des parties contractantes.

iii) Balance des paiements de la Pologne avec les parties contractantes.

Situation de la balance des paiements de la Pologne, y compris situation de la balance commerciale et de la balance des capitaux.

ANNEXE BListe IXV - Pologne

1. Sous réserve des dispositions du paragraphe 2 ci-après, et avec effet à compter de la date du présent Protocole, la Pologne s'obligera à augmenter d'au moins 7 pour cent par an la valeur totale de ses importations en provenance des territoires des parties contractantes.
2. Le 1er janvier 1971 et par la suite à la date spécifiée au paragraphe 1 de l'article XXVIII de l'Accord général, la Pologne pourra, par voie de négociation et d'accord avec les PARTIES CONTRACTANTES, modifier son engagement énoncé au paragraphe 1 ci-dessus. Au cas où cette négociation ne conduirait pas à un accord entre la Pologne et les PARTIES CONTRACTANTES, la Pologne aura néanmoins la faculté de modifier ledit engagement. Les parties contractantes auront alors la faculté de modifier des engagements équivalents.

MULTILATERAL  
**General Agreement on Tariffs and Trade**

*Agreement on implementation of article VI of the agreement of  
October 30, 1947. [<sup>1</sup>] International anti-dumping code.*

*Done at Geneva June 30, 1967;  
Entered into force July 1, 1968.*

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AGREEMENT ON IMPLEMENTATION OF ARTICLE VI OF  
THE GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD SUR LA MISE EN OEUVRE DE L'ARTICLE VI DE  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

30 June 1967  
Geneva

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<sup>1</sup> Texts as certified by the GATT Secretariat.

AGREEMENT ON IMPLEMENTATION OF ARTICLE VI OF  
THE GENERAL AGREEMENT ON TARIFFS AND TRADE [<sup>1</sup>]

The parties to this Agreement,

Considering that Ministers on 21 May 1963 agreed that a significant liberalization of world trade was desirable and that the comprehensive trade negotiations, the 1964 Trade Negotiations, should deal not only with tariffs but also with non-tariff barriers;

Recognizing that anti-dumping practices should not constitute an unjustifiable impediment to international trade and that anti-dumping duties may be applied against dumping only if such dumping causes or threatens material injury to an established industry or materially retards the establishment of an industry;

Considering that it is desirable to provide for equitable and open procedures as the basis for a full examination of dumping cases; and

Desiring to interpret the provisions of Article VI of the General Agreement and to elaborate rules for their application in order to provide greater uniformity and certainty in their implementation;

Hereby agree as follows:

PART I - ANTI-DUMPING CODE

Article 1

The imposition of an anti-dumping duty is a measure to be taken only under the circumstances provided for in Article VI of the General Agreement. The following provisions govern the application of this Article, in so far as action is taken under anti-dumping legislation or regulations.

A. DETERMINATION OF DUMPING

Article 2

(a) For the purpose of this Code a product is to be considered as being dumped, i.e. introduced into the commerce of another country at less than its normal value, if the export price of the product exported from one country to another is less than the comparable price, in the ordinary course of trade, for the like product when destined for consumption in the exporting country.

(b) Throughout this Code the term "like product" ("produit similaire") shall be interpreted to mean a product which is identical, i.e. alike in all respects to the product under consideration, or in the absence of such a product, another product which, although not alike in all respects, has characteristics closely resembling those of the product under consideration.

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<sup>1</sup> TIAS 1700; 61 Stat., pts. 5 and 6. [Footnote added by the Department of State.]

(c) In the case where products are not imported directly from the country of origin but are exported to the country of importation from an intermediate country, the price at which the products are sold from the country of export to the country of importation shall normally be compared with the comparable price in the country of export. However, comparison may be made with the price in the country of origin, if, for example, the products are merely trans-shipped through the country of export, or such products are not produced in the country of export, or there is no comparable price for them in the country of export.

(d) When there are no sales of the like product in the ordinary course of trade in the domestic market of the exporting country or when, because of the particular market situation, such sales do not permit a proper comparison, the margin of dumping shall be determined by comparison with a comparable price of the like product when exported to any third country which may be the highest such export price but should be a representative price, or with the cost of production in the country of origin plus a reasonable amount for administrative, selling and any other costs and for profits. As a general rule, the addition for profit shall not exceed the profit normally realized on sales of products of the same general category in the domestic market of the country of origin.

(e) In cases where there is no export price or where it appears to the authorities<sup>1</sup> concerned that the export price is unreliable because of association or a compensatory arrangement between the exporter and the importer or a third party, the export price may be constructed on the basis of the price at which the imported products are first resold to an independent buyer, or if the products are not resold to an independent buyer, or not resold in the condition as imported, on such reasonable basis as the authorities may determine.

(f) In order to effect a fair comparison between the export price and the domestic price in the exporting country (or the country of origin) or, if applicable, the price established pursuant to the provisions of Article VI:1(b) of the General Agreement, the two prices shall be compared at the same level of trade, normally at the ex factory level, and in respect of sales made at as nearly as possible the same time. Due allowance shall be made in each case, on its merits, for the differences in conditions and terms of sale, for the differences in taxation, and for the other differences affecting price comparability. In the cases referred to in Article 2(e) allowance for costs, including duties and taxes, incurred between importation and resale, and for profits accruing, should also be made.

(g) This Article is without prejudice to the second Supplementary Provision to paragraph 1 of Article VI in Annex I of the General Agreement.

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<sup>1</sup>When in this Code the term "authorities" is used, it shall be interpreted as meaning authorities at an appropriate, senior level.

B. DETERMINATION OF MATERIAL INJURY, THREAT OF MATERIAL INJURY AND MATERIAL RETARDATION

Article 3

Determination of Injury<sup>1</sup>

(a) A determination of injury shall be made only when the authorities concerned are satisfied that the dumped imports are demonstrably the principal cause of material injury or of threat of material injury to a domestic industry or the principal cause of material retardation of the establishment of such an industry. In reaching their decision the authorities shall weigh, on one hand, the effect of the dumping and, on the other hand, all other factors taken together which may be adversely affecting the industry. The determination shall in all cases be based on positive findings and not on mere allegations or hypothetical possibilities. In the case of retarding the establishment of a new industry in the country of importation, convincing evidence of the forthcoming establishment of an industry must be shown, for example that the plans for a new industry have reached a fairly advanced stage, a factory is being constructed or machinery has been ordered.

(b) The valuation of injury - that is the evaluation of the effects of the dumped imports on the industry in question - shall be based on examination of all factors having a bearing on the state of the industry in question, such as: development and prospects with regard to turnover, market share, profits, prices (including the extent to which the delivered, duty-paid price is lower or higher than the comparable price for the like product prevailing in the course of normal commercial transactions in the importing country), export performance, employment, volume of dumped and other imports, utilization of capacity of domestic industry, and productivity; and restrictive trade practices. No one or several of these factors can necessarily give decisive guidance.

(c) In order to establish whether dumped imports have caused injury, all other factors which, individually or in combination, may be adversely affecting the industry shall be examined, for example: the volume and prices of undumped imports of the product in question, competition between the domestic producers themselves, contraction in demand due to substitution of other products or to changes in consumer tastes.

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<sup>1</sup>When in this Code the term "injury" is used, it shall, unless otherwise specified, be interpreted as covering cause of material injury to a domestic industry, threat of material injury to a domestic industry or material retardation of the establishment of such an industry.

(d) The effect of the dumped imports shall be assessed in relation to the domestic production of the like product when available data permit the separate identification of production in terms of such criteria as: the production process, the producers' realizations, profits. When the domestic production of the like product has no separate identity in these terms the effect of the dumped imports shall be assessed by the examination of the production of the narrowest group or range of products, which includes the like product, for which the necessary information can be provided.

(e) A determination of threat of material injury shall be based on facts and not merely on allegation, conjecture or remote possibility. The change in circumstances which would create a situation in which the dumping would cause material injury must be clearly foreseen and imminent.<sup>1</sup>

(f) With respect to cases where material injury is threatened by dumped imports, the application of anti-dumping measures shall be studied and decided with special care.

#### Article 4

##### Definition of Industry

(a) In determining injury the term "domestic industry" shall be interpreted as referring to the domestic producers as a whole of the like products or to those of them whose collective output of the products constitutes a major proportion of the total domestic production of those products except that

- (i) when producers are importers of the allegedly dumped product the industry may be interpreted as referring to the rest of the producers;
- (ii) in exceptional circumstances a country may, for the production in question, be divided into two or more competitive markets and the producers within each market regarded as a separate industry, if, because of transport costs, all the producers within such a market sell all or almost all of their production of the product in question in that market, and none, or almost none, of the product in question produced elsewhere in the country is sold in that market or if there exist special regional marketing conditions (for example, traditional patterns of distribution or consumer tastes) which result in an equal degree of isolation of the producers in such a market

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<sup>1</sup>One example, though not an exclusive one, is that there is convincing reason to believe that there will be, in the immediate future, substantially increased importations of the product at dumped prices.

from the rest of the industry, provided, however, that injury may be found in such circumstances only if there is injury to all or almost all of the total production of the product in the market as defined.

(b) Where two or more countries have reached such a level of integration that they have the characteristics of a single, unified market, the industry in the entire area of integration shall be taken to be the industry referred to in Article 4(a).

(c) The provisions of Article 3(d) shall be applicable to this Article.

C. INVESTIGATION AND ADMINISTRATION PROCEDURES

Article 5

Initiation and Subsequent Investigation

(a) Investigations shall normally be initiated upon a request on behalf of the industry<sup>1</sup> affected, supported by evidence both of dumping and of injury resulting therefrom for this industry. If in special circumstances the authorities concerned decide to initiate an investigation without having received such a request, they shall proceed only if they have evidence both on dumping and on injury resulting therefrom.

(b) Upon initiation of an investigation and thereafter, the evidence of both dumping and injury should be considered simultaneously. In any event the evidence of both dumping and injury shall be considered simultaneously in the decision whether or not to initiate an investigation, and thereafter, during the course of the investigation, starting on a date not later than the earliest date on which provisional measures may be applied, except in the cases provided for in Article 10(d) in which the authorities accept the request of the exporter and the importer.

(c) An application shall be rejected and an investigation shall be terminated promptly as soon as the authorities concerned are satisfied that there is not sufficient evidence of either dumping or of injury to justify proceeding with the case. There should be immediate termination in cases where the margin of dumping or the volume of dumped imports, actual or potential, or the injury is negligible.

(d) An anti-dumping proceeding shall not hinder the procedures of customs clearance.

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<sup>1</sup>As defined in Article 4.

## Article 6

Evidence

(a) The foreign suppliers and all other interested parties shall be given ample opportunity to present in writing all evidence that they consider useful in respect to the anti-dumping investigation in question. They shall also have the right, on justification, to present evidence orally.

(b) The authorities concerned shall provide opportunities for the complainant and the importers and exporters known to be concerned and the governments of the exporting countries, to see all information that is relevant to the presentation of their cases, that is not confidential as defined in paragraph (c) below, and that is used by the authorities in an anti-dumping investigation, and to prepare presentations on the basis of this information.

(c) All information which is by nature confidential (for example, because its disclosure would be of significant competitive advantage to a competitor or because its disclosure would have a significantly adverse effect upon a person supplying the information or upon a person from whom he acquired the information) or which is provided on a confidential basis by parties to an anti-dumping investigation shall be treated as strictly confidential by the authorities concerned who shall not reveal it, without specific permission of the party submitting such information.

(d) However, if the authorities concerned find that a request for confidentiality is not warranted and if the supplier is either unwilling to make the information public or to authorize its disclosure in generalized or summary form, the authorities would be free to disregard such information unless it can be demonstrated to their satisfaction from appropriate sources that the information is correct.

(e) In order to verify information provided or to obtain further details the authorities may carry out investigations in other countries as required, provided they obtain the agreement of the firms concerned and provided they notify the representatives of the government of the country in question and unless the latter object to the investigation.

(f) Once the competent authorities are satisfied that there is sufficient evidence to justify initiating an anti-dumping investigation pursuant to Article 5 representatives of the exporting country and the exporters and importers known to be concerned shall be notified and a public notice may be published.

(g) Throughout the anti-dumping investigation all parties shall have a full opportunity for the defence of their interests. To this end, the authorities concerned shall, on request, provide opportunities for all directly interested parties to meet those parties with adverse interests, so

that opposing views may be presented and rebuttal arguments offered. Provision of such opportunities must take account of the need to preserve confidentiality and of the convenience to the parties. There shall be no obligation on any party to attend a meeting and failure to do so shall not be prejudicial to that party's case.

(h) The authorities concerned shall notify representatives of the exporting country and the directly interested parties of their decisions regarding imposition or non-imposition of anti-dumping duties, indicating the reasons for such decisions and the criteria applied, and shall, unless there are special reasons against doing so, make public the decisions.

(i) The provisions of this Article shall not preclude the authorities from reaching preliminary determinations, affirmative or negative, or from applying provisional measures expeditiously. In cases in which any interested party withholds the necessary information, a final finding, affirmative or negative, may be made on the basis of the facts available.

#### Article 7

##### Price Undertakings

(a) Anti-dumping proceedings may be terminated without imposition of anti-dumping duties or provisional measures upon receipt of a voluntary undertaking by the exporters to revise their prices so that the margin of dumping is eliminated or to cease to export to the area in question at dumped prices if the authorities concerned consider this practicable, e.g. if the number of exporters or potential exporters of the product in question is not too great and/or if the trading practices are suitable.

(b) If the exporters concerned undertake during the examination of a case, to revise prices or to cease to export the product in question, and the authorities concerned accept the undertaking, the investigation of injury shall nevertheless be completed if the exporters so desire or the authorities concerned so decide. If a determination of no injury is made, the undertaking given by the exporters shall automatically lapse unless the exporters state that it shall not lapse. The fact that exporters do not offer to give such undertakings during the period of investigation, or do not accept an invitation made by the investigating authorities to do so, shall in no way be prejudicial to the consideration of the case. However, the authorities are of course free to determine that a threat of injury is more likely to be realized if the dumped imports continue.

**D. ANTI-DUMPING DUTIES AND PROVISIONAL MEASURES****Article 8****Imposition and Collection of Anti-Dumping Duties**

(a) The decision whether or not to impose an anti-dumping duty in cases where all requirements for the imposition have been fulfilled and the decision whether the amount of the anti-dumping duty to be imposed shall be the full margin of dumping or less, are decisions to be made by the authorities of the importing country or customs territory. It is desirable that the imposition be permissive in all countries or customs territories parties to this Agreement, and that the duty be less than the margin, if such lesser duty would be adequate to remove the injury to the domestic industry.

(b) When an anti-dumping duty is imposed in respect of any product, such anti-dumping duty shall be levied, in the appropriate amounts in each case, on a non-discriminatory basis on imports of such product from all sources found to be dumped and causing injury. The authorities shall name the supplier or suppliers of the product concerned. If, however, several suppliers from the same country are involved, and it is impracticable to name all these suppliers, the authorities may name the supplying country concerned. If several suppliers from more than one country are involved, the authorities may name either all the suppliers involved, or, if this is impracticable, all the supplying countries involved.

(c) The amount of the anti-dumping duty must not exceed the margin of dumping as established under Article 2. Therefore, if subsequent to the application of the anti-dumping duty it is found that the duty so collected exceeds the actual dumping margin, the amount in excess of the margin shall be reimbursed as quickly as possible.

(d) Within a basic price system the following rules shall apply provided that their application is consistent with the other provisions of this Code:

If several suppliers from one or more countries are involved, anti-dumping duties may be imposed on imports of the product in question found to have been dumped and to be causing injury from the country or countries concerned, the duty being equivalent to the amount by which the export price is less than the basic price established for this purpose, not exceeding the lowest normal price in the supplying country or countries where normal conditions of competition are prevailing. It is understood that for products which are sold below this already established basic price a new anti-dumping investigation shall be carried out in each particular case, when so demanded by the interested parties and the demand is supported by relevant evidence. In cases where no dumping is found, anti-dumping duties collected shall be reimbursed as quickly as possible. Furthermore, if it can be found that the duty so collected exceeds the actual dumping margin, the amount in excess of the margin shall be reimbursed as quickly as possible.

(e) When the industry has been interpreted as referring to the producers in a certain area, i.e. a market as defined in Article 4(a)(ii), anti-dumping duties shall only be definitively collected on the products in question consigned for final consumption to that area, except in cases where the exporter shall, prior to the imposition of anti-dumping duties, be given an opportunity to cease dumping in the area concerned. In such cases, if an adequate assurance to this effect is promptly given, anti-dumping duties shall not be imposed, provided, however, that if the assurance is not given or is not fulfilled, the duties may be imposed without limitation to an area.

#### Article 9

##### Duration of Anti-Dumping Duties

(a) An anti-dumping duty shall remain in force only as long as it is necessary in order to counteract dumping which is causing injury.

(b) The authorities concerned shall review the need for the continued imposition of the duty, where warranted, on their own initiative or if interested suppliers or importers of the product so request and submit information substantiating the need for review.

#### Article 10

##### Provisional Measures

(a) Provisional measures may be taken only when a preliminary decision has been taken that there is dumping and when there is sufficient evidence of injury.

(b) Provisional measures may take the form of a provisional duty or, preferably, a security — by deposit or bond — equal to the amount of the anti-dumping duty provisionally estimated, being not greater than the provisionally estimated margin of dumping. Withholding of appraisement is an appropriate provisional measure provided that the normal duty and the estimated amount of the anti-dumping duty be indicated and as long as the withholding of appraisement is subject to the same conditions as other provisional measures.

(c) The authorities concerned shall inform representatives of the exporting country and the directly interested parties of their decisions regarding imposition of provisional measures indicating the reasons for such decisions and the criteria applied, and shall, unless there are special reasons against doing so, make public such decisions.

(d) The imposition of provisional measures shall be limited to as short a period as possible. More specifically, provisional measures shall not be imposed for a period longer than three months or, on decision of the authorities concerned upon request by the exporter and the importer, six months.

(e) The relevant provisions of Article 8 shall be followed in the application of provisional measures.

## Article 11

Retroactivity

Anti-dumping duties and provisional measures shall only be applied to products which enter for consumption after the time when the decision taken under Articles 8(a) and 10(a), respectively, enters into force, except that in cases:

- (i) Where a determination of material injury (but not of a threat of material injury, or of a material retardation of the establishment of an industry) is made or where the provisional measures consist of provisional duties and the dumped imports carried out during the period of their application would, in the absence of these provisional measures, have caused material injury, anti-dumping duties may be levied retroactively for the period for which provisional measures, if any, have been applied.

If the anti-dumping duty fixed in the final decision is higher than the provisionally paid duty, the difference shall not be collected. If the duty fixed in the final decision is lower than the provisionally paid duty or the amount estimated for the purpose of the security, the difference shall be reimbursed or the duty recalculated, as the case may be.

- (ii) Where appraisement is suspended for the product in question for reasons which arose before the initiation of the dumping case and which are unrelated to the question of dumping, retroactive assessment of anti-dumping duties may extend back to a period not more than 120 days before the submission of the complaint.

- (iii) Where for the dumped product in question the authorities determine

- (a) either that there is a history of dumping which caused material injury or that the importer was, or should have been, aware that the exporter practices dumping and that such dumping would cause material injury, and
- (b) that the material injury is caused by sporadic dumping (massive dumped imports of a product in a relatively short period) to such an extent that, in order to preclude it recurring, it appears necessary to assess an anti-dumping duty retroactively on those imports,

the duty may be assessed on products which were entered for consumption not more than 90 days prior to the date of application of provisional measures.

E. ANTI-DUMPING ACTION ON BEHALF OF A THIRD COUNTRY

## Article 12

(a) An application for anti-dumping action on behalf of a third country shall be made by the authorities of the third country requesting action.

(b) Such an application shall be supported by price information to show that the imports are being dumped and by detailed information to show that the alleged dumping is causing injury to the domestic industry concerned in the third country. The government of the third country shall afford all assistance to the authorities of the importing country to obtain any further information which the latter may require.

(c) The authorities of the importing country in considering such an application shall consider the effects of the alleged dumping on the industry concerned as a whole in the third country; that is to say the injury shall not be assessed in relation only to the effect of the alleged dumping on the industry's exports to the importing country or even on the industry's total exports.

(d) The decision whether or not to proceed with a case shall rest with the importing country. If the importing country decides that it is prepared to take action, the initiation of the approach to the CONTRACTING PARTIES seeking their approval for such action shall rest with the importing country.

PART II - FINAL PROVISIONS

## Article 13

This Agreement shall be open for acceptance, by signature or otherwise, by contracting parties to the General Agreement and by the European Economic Community. The Agreement shall enter into force on 1 July 1968 for each party which has accepted it by that date. For each party accepting the Agreement after that date, it shall enter into force upon acceptance.

## Article 14

Each party to this Agreement shall take all necessary steps, of a general or particular character, to ensure, not later than the date of the entry into force of the Agreement for it, the conformity of its laws, regulations and administrative procedures with the provisions of the Anti-Dumping Code.

**Article 15**

Each party to this Agreement shall inform the CONTRACTING PARTIES to the General Agreement of any changes in its anti-dumping laws and regulations and in the administration of such laws and regulations.

**Article 16**

Each party to this Agreement shall report to the CONTRACTING PARTIES annually on the administration of its anti-dumping laws and regulations, giving summaries of the cases in which anti-dumping duties have been assessed definitively.

**Article 17**

The parties to this Agreement shall request the CONTRACTING PARTIES to establish a Committee on Anti-Dumping Practices composed of representatives of the parties to this Agreement. The Committee shall normally meet once each year for the purpose of affording parties to this Agreement the opportunity of consulting on matters relating to the administration of anti-dumping systems in any participating country or customs territory as it might affect the operation of the Anti-Dumping Code or the furtherance of its objectives. Such consultations shall be without prejudice to Articles XXII and XXIII of the General Agreement.

This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES who shall promptly furnish a certified copy thereof and a notification of each acceptance thereof to each contracting party to the General Agreement and to the European Economic Community.

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.<sup>[1]</sup>

DONE at Geneva this thirtieth day of June, one thousand nine hundred and sixty-seven, in a single copy, in the English and French languages, both texts being authentic.

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<sup>1</sup> TS 993; 59 Stat. 1052. [Footnote added by the Department of State.]

ACCORD RELATIF A LA MISE EN OEUVRE DE L'ARTICLE VI DE  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les Parties au présent Accord,

Considérant que les ministros sont convenus le 21 mai 1963 qu'une libéralisation significative du commerce international était souhaitable et que des négociations commerciales générales, les Négociations Commerciales de 1964, porteraient non seulement sur les droits de douane, mais encore sur les obstacles non tarifaires et paratarifaires;

Reconnaisant que les méthodes de lutte contre le dumping ne devraient pas constituer une entrave injustifiable au commerce international, et que des droits antidumping ne peuvent être appliqués contre des pratiques de dumping que si elles causent ou menacent de causer un préjudice important à une production établie ou si elles retardent sensiblement la création d'une production;

Considérant qu'il est souhaitable d'assurer des procédures équitables et ouvertes sur lesquelles se fondera l'instruction complète des affaires de dumping;

Désirant interpréter les dispositions de l'article VI de l'Accord général et élaborer des règles pour leur application en vue d'atteindre une uniformité et une certitude accrues dans leur mise en oeuvre;

Sont convenues de ce qui suit:

PREMIERE PARTIE - CODE ANTIDUMPING

Article premier

L'imposition d'un droit antidumping est une mesure à prendre dans les seules conditions prévues à l'article VI de l'Accord général. Les dispositions qui suivent règlent l'application de cet article pour autant que des mesures sont prises dans le cadre de la législation ou de la réglementation antidumping.

A. DETERMINATION DU DUMPING

## Article 2

a) Aux fins d'application du présent Code, un produit doit être considéré comme faisant l'objet d'un dumping, c'est-à-dire comme étant introduit sur le marché d'un pays importateur à un prix inférieur à sa valeur normale, si le prix à l'exportation de ce produit lorsqu'il est exporté d'un pays vers un autre est inférieur au prix comparable pratiqué au cours d'opérations commerciales normales pour un produit similaire destiné à la consommation dans le pays exportateur.

b) Dans le présent Code, l'expression "produit similaire" ("like product") s'entend d'un produit identique, c'est-à-dire semblable à tous égards au produit considéré, ou, en l'absence d'un tel produit, d'un autre produit qui, bien qu'il ne lui soit pas semblable à tous égards, présente des caractéristiques proches de celles du produit considéré.

c) Lorsque des produits ne sont pas importés directement du pays d'origine mais sont exportés à partir d'un pays intermédiaire à destination du pays d'importation, le prix auquel les produits sont vendus au départ du pays d'exportation vers le pays d'importation sera, en règle générale, comparé avec le prix comparable dans le pays d'exportation. Toutefois, la comparaison pourra être effectuée avec le prix dans le pays d'origine si, par exemple, les produits transitent simplement par le pays d'exportation, ou bien si, pour de tels produits, il n'y a pas de production ou pas de prix comparable dans le pays d'exportation.

d) Lorsqu'aucune vente du produit similaire n'a lieu au cours d'opérations commerciales normales sur le marché intérieur du pays exportateur ou lorsque, du fait de la situation particulière du marché, de telles ventes ne permettent pas une comparaison valable, la marge de dumping sera déterminée par comparaison avec un prix comparable du produit similaire lorsque celui-ci est exporté à destination d'un pays tiers, ce prix pouvant être le prix à l'exportation le plus élevé mais devant être un prix représentatif, ou avec le coût de production dans le pays d'origine majoré d'un montant raisonnable pour les frais d'administration, de vente et autres et pour les bénéfices. En règle générale, la majoration pour bénéfice n'excédera pas le bénéfice habituellement réalisé lors de ventes de produits de la même catégorie sur le marché intérieur du pays d'origine.

e) Lorsqu'il n'y a pas de prix à l'exportation, ou lorsqu'il apparaît aux autorités<sup>1</sup> concernées que l'on ne peut faire fond sur le prix à l'exportation par suite de l'existence d'une association ou d'un arrangement de compensation entre l'exportateur et l'importateur ou une tierce partie,

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<sup>1</sup>Dans le présent Code, le terme "autorités" s'entend d'autorités d'un niveau supérieur approprié.

le prix à l'exportation pourra être constitué sur la base du prix auquel les produits importés sont revendus pour la première fois à un acheteur indépendant, ou, si les produits ne sont pas revendus à un acheteur indépendant ou ne sont pas revendus dans l'état où ils ont été importés, sur toute base raisonnable que les autorités peuvent fixer.

f) Pour que la comparaison entre le prix d'exportation et le prix intérieur dans le pays d'exportation (ou dans le pays d'origine) ou, s'il y a lieu, le prix établi conformément aux dispositions de l'article VI, paragraphe premier, alinéa b) de l'Accord général, soit équitable, elle portera sur des prix pratiqués au même stade commercial, qui sera en principe le stade sortie usine, et sur des ventes effectuées à des dates aussi voisines que possible. Il sera dûment tenu compte dans chaque cas, selon ses particularités, des différences dans les conditions de vente, des différences de taxation et des autres différences affectant la comparabilité des prix. Dans les cas visés au paragraphe e) ci-dessus, il devrait être tenu compte également des frais, droits et taxes compris, ainsi que des bénéfices intervenus entre l'importation et la revente.

g) Le présent article s'entend sans préjudice de la deuxième Disposition Additionnelle relative au paragraphe premier de l'article VI de l'Accord général, qui figure dans l'Annexe I dudit Accord.

#### B. DETERMINATION DU PREJUDICE IMPORTANT, DE LA MENACE DE PREJUDICE IMPORTANT ET DU RETARD SENSIBLE

##### Article 3

###### Détermination du préjudice<sup>1</sup>

a) Une détermination ne conclura à l'existence d'un préjudice que lorsque les autorités concernées seront convaincues que les importations faisant l'objet d'un dumping sont manifestement la cause principale d'un préjudice important ou d'une menace de préjudice important pour une production nationale ou d'un retard sensible dans la création d'une production nationale. Pour prendre leur décision, les autorités mettront en balance, d'une part, les effets du dumping et, d'autre part, tous les

<sup>1</sup>Dans le présent Code, le mot "préjudice" devra, sauf indication contraire, être interprété comme désignant un préjudice important causé à une production nationale, une menace de préjudice important pour une production nationale ou un retard sensible dans la création d'une production nationale.

autres facteurs pris dans leur ensemble qui peuvent avoir une incidence défavorable sur la production. La détermination se fondera dans tous les cas sur des constatations effectives et non sur de simples allégations ou possibilités hypothétiques. Dans le cas d'un retard causé à la création d'une production nouvelle dans le pays d'importation, des éléments de preuve convaincants de l'établissement prochain d'une production devront être apportés, qui consistront par exemple à montrer que les plans en vue d'une nouvelle production en sont à un stade assez avancé, qu'une usine est en cours de construction ou que des machines ont été commandées.

b) L'évaluation du préjudice - c'est-à-dire l'évaluation des effets des importations faisant l'objet d'un dumping sur la production en question - se fondera sur l'examen de tous les facteurs qui influent sur la situation de ladite production, tels que: l'évolution et les perspectives en ce qui concerne: le chiffre d'affaires, la part du marché, les bénéfices, les prix (y compris la mesure dans laquelle le prix à la livraison du produit dédouané est inférieur ou supérieur au prix comparable du produit similaire qui règne, lors de transactions commerciales normales, dans le pays d'importation), les résultats obtenus à l'exportation, l'emploi, le volume des importations faisant l'objet d'un dumping et le volume des autres importations, le taux d'utilisation de la capacité de la production nationale et la productivité; et les pratiques commerciales restrictives. Un seul ni même plusieurs de ces critères ne constitueront pas nécessairement une base de jugement déterminante.

c) Pour établir si les importations faisant l'objet d'un dumping ont causé un préjudice, tous les autres facteurs qui, individuellement ou en combinaison, peuvent exercer une influence défavorable sur la production seront examinés, tels que: le volume et les prix du produit en question importé sans dumping, la concurrence entre les producteurs nationaux eux-mêmes, la contraction de la demande due à la substitution d'autres produits ou à des modifications des goûts des consommateurs.

d) L'effet des importations faisant l'objet d'un dumping sera évalué par rapport à la production nationale du produit similaire lorsque les données disponibles permettent de définir la production distinctement en fonction de critères tels que: les procédés de production, les réalisations des producteurs, les bénéfices. Lorsque la production nationale du produit similaire n'a pas d'identité distincte en fonction de ces critères, l'effet des importations qui font l'objet d'un dumping sera évalué par examen de la production du groupe (ou de la gamme) de produits le plus étroit, comprenant le produit similaire, pour lequel les renseignements nécessaires peuvent être obtenus.

e) Une détermination concluant à une menace de préjudice important devra se fonder sur des faits, et non pas seulement sur des allégations, des conjectures ou de lointaines possibilités. Le changement de circonstances qui créerait une situation où le dumping causerait un préjudice important doit être nettement prévu et imminent<sup>1</sup>.

f) Dans les cas où des importations faisant l'objet d'un dumping menacent de causer un préjudice important, l'application de mesures antidumping sera étudiée et décidée avec un soin particulier.

#### Article 4

##### Définition du terme "production"

a) Aux fins de la détermination du préjudice, l'expression "production nationale" s'entendra de l'ensemble des producteurs nationaux de produits similaires ou de ceux d'entre eux dont les productions additionnées constituent une proportion majeure de la production nationale totale de ces produits; toutefois:

- i) lorsque des producteurs sont des importateurs du produit qui fait prétendument l'objet d'un dumping, l'expression "production" peut être interprétée comme se référant au reste des producteurs;
- ii) dans des circonstances exceptionnelles, un pays peut, en ce qui concerne la production en question, être divisé en deux ou plusieurs marchés compétitifs et les producteurs à l'intérieur de chaque marché être considérés comme représentant une production distincte si, en raison des frais de transport, tous les producteurs d'un tel marché vendent la totalité ou la quasi-totalité de leur production du produit en question sur ce marché et qu'il n'y est vendu aucune ou presque aucune quantité du produit en question produit ailleurs dans le pays, ou s'il existe sur le plan régional des conditions de commercialisation spéciales (par exemple, des structures de distribution ou des goûts à la consommation traditionnels) qui entraînent pour les producteurs d'un tel marché un même degré d'isolement du reste de la production, sous réserve toutefois qu'il ne pourra être conclu dans ces conditions à l'existence d'un préjudice que s'il atteint la totalité ou la quasi-totalité de la production de ce produit sur le marché ainsi défini.

<sup>1</sup>Par exemple, et non limitativement, il devrait y avoir des raisons convaincantes de croire qu'il y aura, dans l'avenir immédiat, un accroissement substantiel des importations du produit en question à des prix de dumping.

b) Lorsque deux ou plusieurs pays sont parvenus à un niveau d'intégration tel qu'ils présentent les caractéristiques d'un marché unique, uniifié, la production de l'ensemble de la zone d'intégration sera considérée comme constituant la production visée au paragraphe a) du présent article.

c) Les dispositions de l'article 3, paragraphe d), sont applicables au présent article.

#### C. ENQUETE ET PROCEDURES ADMINISTRATIVES

##### Article 5

###### Engagement de la procédure et enquête subséquente

a) L'enquête sera<sup>1</sup>, en règle générale, ouverte sur demande présentée au nom de la production touchée, appuyée par des éléments de preuve relatifs à la fois au dumping et au préjudice qui en résulte pour cette production. Si, dans des circonstances spéciales, les autorités concernées décident d'ouvrir une enquête sans avoir reçu une telle demande, elles n'y procèdent que si elles sont en possession d'éléments de preuve relatifs à la fois au dumping et au préjudice qui en résulte.

b) A l'ouverture d'une enquête et subséquemment, les éléments de preuve relatifs à la fois au dumping et au préjudice devraient être examinés simultanément. En tout état de cause, les éléments de preuve relatifs à la fois au dumping et au préjudice seront examinés simultanément pour décider si une enquête sera ouverte ou non, et subséquemment, pendant l'enquête, au plus tard à compter de la date à laquelle des mesures provisoires peuvent être mises en application, sauf dans les cas prévus au paragraphe d) de l'article 10, dans lesquels les autorités font droit à la demande de l'exportateur et de l'importateur.

c) Une requête sera rejetée et une enquête sera clôturée sans retard dès que les autorités concernées seront convaincues que les éléments de preuve relatifs soit au dumping soit au préjudice ne sont pas suffisants pour justifier la continuation de la procédure. La clôture de l'enquête devrait être immédiate lorsque la marge de dumping, le volume des importations en dumping, réelles ou potentielles, ou le préjudice, sont négligeables.

d) Une procédure antidumping ne mettra pas obstacle au dédouanement.

<sup>1</sup>Telle qu'elle est définie à l'article 4.

## Article 6

Preuves

a) Les fournisseurs étrangers et toutes les autres parties intéressées auront de larges facilités pour présenter par écrit tous les éléments de preuve qu'ils jugeront utiles pour les besoins de l'enquête antidumping en question. Ils auront également le droit, sur justification, de présenter oralement leurs éléments de preuve.

b) Les autorités concernées donneront au plaignant et aux importateurs et exportateurs notoirement concernés, ainsi qu'aux gouvernements des pays exportateurs, l'occasion de prendre connaissance de tous les renseignements pertinents pour la présentation de leurs dossiers qui ne sont pas confidentiels aux termes du paragraphe c) ci-après et que lesdites autorités utilisent dans une enquête antidumping; elles leur donneront également l'occasion de préparer la présentation de leur thèse sur la base de ces renseignements.

c) Tous les renseignements qui, de par leur nature, sont confidentiels (par exemple, parce que leur divulgation avantagerait sensiblement un concurrent ou causerait un tort sensible à l'informateur ou à la personne de qui l'informateur tient ces renseignements), ou ceux qui sont fournis confidentiellement par les parties à une enquête antidumping, seront traités comme rigoureusement confidentiels par les autorités concernées, qui ne les révéleront pas sauf autorisation expresse de la partie qui les a fournis.

d) Toutefois, si les autorités concernées estiment qu'une demande de traitement confidentiel n'est pas justifiée, et si celui qui a fourni les renseignements ne veut ni les rendre publics ni en autoriser la divulgation en termes généraux ou sous forme de résumé, elles auront la faculté de ne pas tenir compte des renseignements en question, sauf s'il peut leur être démontré de manière convaincante, de source appropriée, que les renseignements sont exacts.

e) Pour vérifier les renseignements fournis ou pour les compléter, les autorités peuvent au besoin procéder à des enquêtes dans d'autres pays, à la condition qu'elles obtiennent l'accord des entreprises concernées et qu'elles en avisent officiellement les représentants du gouvernement du pays en question, et sous réserve que celui-ci n'y fasse pas opposition.

f) Une fois que les autorités compétentes sont convaincues que les éléments de preuve sont suffisants pour justifier l'ouverture d'une enquête antidumping au titre de l'article 5, les représentants du pays exportateur ainsi que les exportateurs et importateurs notoirement concernés en seront avisés officiellement et un avis au public pourra être publié.

g) Pendant toute la durée de l'enquête antidumping, toutes les parties auront pleinement l'occasion de défendre leurs intérêts. A cette fin, les autorités concernées donneront, sur demande, à toutes les parties directement intéressées des occasions de rencontrer les parties ayant des intérêts contraires, pour permettre la présentation des thèses opposées et des réfutations. Il doit être tenu compte, en fournissant ces occasions, de la nécessité de sauvegarder le caractère confidentiel des renseignements ainsi que de la convenance des parties. Aucune partie ne sera tenue d'assister à une rencontre et l'absence d'une partie ne sera pas préjudiciable à sa cause.

h) Les autorités concernées notifieront aux représentants du pays exportateur et aux parties directement intéressées leurs décisions concernant l'imposition ou la non-imposition de droits antidumping, en faisant connaître les motifs de ces décisions et les critères appliqués et, sauf raisons spéciales, rendront publiques ces décisions.

i) Les dispositions du présent article n'empêcheront pas les autorités de prendre des décisions préliminaires, positives ou négatives, ou d'appliquer des mesures provisoires avec promptitude. Dans les cas où une partie intéressée ne communique pas les renseignements nécessaires, des conclusions finales, positives ou négatives, peuvent être établies sur la base des données de fait accessibles.

#### Article 7

##### Engagements relatifs aux prix

a) Les procédures antidumping pourront être closes sans imposition de droits antidumping ou de mesures provisoires lorsque les exportateurs s'engagent volontairement à reviser leurs prix de façon à éliminer la marge de dumping, ou à ne plus exporter vers la zone en question à des prix de dumping si les autorités concernées jugent cette solution acceptable du point de vue pratique, par exemple si le nombre des exportateurs effectifs ou potentiels du produit en question n'est pas trop élevé et/ou si les pratiques commerciales s'y prêtent.

b) Si les exportateurs en cause s'engagent, au cours de l'instruction d'une affaire, à réviser leurs prix ou à cesser d'exporter le produit en question et que les autorités concernées acceptent cet engagement, l'enquête sur le préjudice sera néanmoins achevée si les exportateurs le demandent ou si les autorités concernées le décident. S'il est conclu à l'absence de préjudice, l'engagement pris par les exportateurs devient automatiquement caduc, à moins que les exportateurs n'en confirment la validité. Les exportateurs peuvent s'abstenir de prendre de tels engagements au cours de la période d'enquête ou refuser d'en prendre si les autorités chargées de l'enquête les y invitent, sans que cela puisse porter préjudice à leur cause; toutefois, les autorités seront naturellement libres de déterminer que la matérialisation d'une menace de préjudice est plus probable si les importations faisant l'objet d'un dumping se poursuivent.

#### D. DROITS ANTIDUMPING ET MESURES PROVISOIRES

##### Article 8

###### Imposition et perception de droits antidumping

a) La décision d'imposer ou non un droit antidumping lorsque toutes les conditions requises sont remplies, et la décision de fixer le droit antidumping à un niveau égal à la totalité ou à une partie seulement de la marge de dumping, incombe aux autorités du pays ou du territoire douanier importateur. Il est souhaitable que l'imposition soit facultative dans tous les pays ou territoires douaniers qui sont parties au présent Accord et que le droit soit moindre que la marge si ce droit moindre suffit à faire disparaître le préjudice pour la production nationale.

b) Lorsqu'un droit antidumping est imposé en ce qui concerne un produit quelconque, ledit droit, dont les montants seront appropriés dans chaque cas, frappera sans discrimination les importations dudit produit, d'où qu'elles viennent, dont il aura été conclu qu'elles font l'objet d'un dumping et qu'elles causent un préjudice. Les autorités désigneront le fournisseur ou les fournisseurs du produit en cause. Si, toutefois, plusieurs fournisseurs du même pays sont impliqués et qu'il n'est pas possible dans la pratique de les désigner tous, les autorités peuvent désigner le pays fournisseur en cause. Si plusieurs fournisseurs appartenant à plusieurs pays sont impliqués, les autorités peuvent désigner soit tous les fournisseurs impliqués, soit, si cela n'est pas possible dans la pratique, tous les pays fournisseurs impliqués.

c) Le montant du droit antidumping ne doit pas dépasser la marge de dumping déterminée conformément à l'article 2 ci-dessus. En conséquence, s'il est constaté, après application du droit, que le droit ainsi perçu dépasse la marge réelle de dumping, la partie du droit qui dépasse la marge sera restituée aussi rapidement que possible.

d) Dans le cadre d'un système de prix de base, les règles suivantes seront applicables à condition que leur application soit compatible avec les autres dispositions du présent Code:

Si plusieurs fournisseurs d'un ou de plusieurs pays sont impliqués, des droits antidumping peuvent être imposés en ce qui concerne les importations du produit en question provenant du pays ou des pays en cause dont il est conclu qu'elles ont fait l'objet d'un dumping et qu'elles causent un préjudice, le droit étant égal au montant dont le prix de base établi à cet effet dépasse le prix à l'exportation, ce prix de base établi à cet effet ne devant pas excéder le prix normal le plus bas dans le ou les pays fournisseurs où règnent des conditions normales de concurrence. Il est entendu que pour les produits qui sont vendus au-dessous de ce prix de base déjà établi, il sera procédé à une nouvelle enquête antidumping dans chaque cas particulier où les parties intéressées l'exigent et où leur exigence est appuyée par des éléments de preuve pertinents. Dans les cas où il n'est pas conclu à l'existence d'un dumping, les droits antidumping perçus sont restitués aussi rapidement que possible. En outre, s'il peut être constaté que le droit ainsi perçu dépasse la marge réelle de dumping, la partie du droit qui dépasse la marge sera restituée aussi rapidement que possible.

e) Lorsque la production a été interprétée comme se référant aux producteurs d'une certaine zone, c'est-à-dire d'un marché au sens de l'alinéa a) ii) de l'article 4, les droits antidumping ne sont définitivement perçus que sur les produits en question expédiés vers cette zone pour consommation finale, sauf dans les cas où il est donné la possibilité à l'exportateur avant que des droits antidumping ne soient imposés, de cesser le dumping dans la zone considérée. En de tels cas, si une assurance satisfaisante est rapidement donnée à cet effet, les droits antidumping ne sont pas imposés, étant entendu toutefois que, si aucune assurance n'est donnée ou si l'assurance donnée n'est pas honorée, les droits peuvent être imposés, sans être limités à une zone.

#### Article 9

##### Durée des droits antidumping

a) Un droit antidumping ne restera en vigueur que le temps nécessaire pour neutraliser le dumping qui cause un préjudice.

b) Les autorités concernées, soit de leur propre initiative soit si des fournisseurs ou importateurs du produit intéressés le demandent avec renseignements à l'appui, recon sideront, lorsque cela sera justifié, la nécessité de maintenir l'imposition du droit.

#### Article 10

##### Mesures provisoires

a) Des mesures provisoires ne peuvent être prises que lorsqu'une décision préliminaire concluant à l'existence d'un dumping a été prise et qu'il y a des éléments de preuve suffisants d'un préjudice.

b) Les mesures provisoires peuvent prendre la forme d'un droit provisoire ou, de préférence, d'une garantie - dépôt ou cautionnement - égaux au montant du droit antidumping provisoirement estimé ne dépassant pas la marge de dumping provisoirement estimée. La suspension de l'évaluation en douane est une mesure provisoire appropriée, sous réserve que le droit normal et le montant estimé du droit antidumping soient indiqués et pour autant que la suspension de l'évaluation soit soumise aux mêmes conditions que les autres mesures provisoires.

c) Les autorités concernées informeront les représentants du pays exportateur et les parties directement intéressées de leurs décisions concernant l'imposition de mesures provisoires, en indiquant les raisons de ces décisions et les critères appliqués; sauf raisons spéciales, ces décisions seront rendues publiques.

d) L'imposition de mesures provisoires sera limitée à une période aussi courte que possible. Plus précisément, les mesures provisoires ne seront pas imposées pour plus de trois mois ou, sur décision des autorités concernées prise à la demande de l'exportateur et de l'importateur, pour plus de six mois.

e) Les dispositions pertinentes de l'article 8 seront suivies lors de l'application de mesures provisoires.

#### Article 11

##### Rétroactivité

Des droits antidumping et des mesures provisoires ne seront appliqués qu'à des produits mis à la consommation après la date à laquelle la décision prise conformément à l'article 8, paragraphe a), et à l'article 10, paragraphe a), respectivement, sera entrée en vigueur; toutefois, dans les cas:

i) où il est conclu à l'existence d'un préjudice important (et non simplement d'une menace de préjudice important ou d'un retard sensible dans la création d'une production), ou dans les cas où les mesures provisoires consistent en droits provisoires et où, en l'absence de ces mesures provisoires, les importations faisant l'objet d'un dumping effectuées pendant la période pendant laquelle ils ont été appliqués auraient causé un préjudice important, les droits antidumping pourront être perçus rétroactivement pour la période pendant laquelle des mesures provisoires, s'il en a été pris, auront été appliquées.

Si le droit antidumping fixé par la décision finale est supérieur au droit acquitté à titre provisoire, la différence ne sera pas perçue. Si le droit fixé par la décision finale est inférieur au droit provisoirement acquitté ou au montant évalué pour la fixation de la garantie, la différence sera restituée ou le droit recalculé, selon le cas.

ii) où l'évaluation en douane est suspendue en ce qui concerne le produit en question pour des raisons qui sont apparues avant l'ouverture de l'affaire de dumping et qui sont sans rapport avec la question du dumping, les droits antidumping peuvent être appliqués rétroactivement sans que la rétroactivité porte sur plus de 120 jours avant la date du dépôt de la réclamation.

iii) où, pour le produit en question faisant l'objet du dumping, les autorités déterminent :

- a) soit qu'un dumping causant un préjudice important a été constaté dans le passé, soit que l'importateur savait ou aurait dû savoir que l'exportateur pratiquait le dumping et que ce dumping causerait un préjudice important, et
- b) que le préjudice important est causé par un dumping sporadique (des importations massives d'un produit faisant l'objet d'un dumping et effectuées en un temps relativement court) d'une ampleur telle que, pour l'empêcher de se reproduire, il apparaît nécessaire d'appliquer rétroactivement un droit antidumping sur ces importations,

le droit peut être appliqué à des produits mis à la consommation 90 jours au plus avant la date d'application des mesures provisoires.

#### E. MESURES ANTIDUMPING POUR LE COMPTE D'UN PAYS TIERS

##### Article 12

- a) Une requête en vue de mesures antidumping pour le compte d'un pays tiers devra être présentée par les autorités du pays tiers qui demande les mesures.

b) Il sera fourni à l'appui d'une telle requête des renseignements sur les prix, à l'effet de montrer que les importations font l'objet d'un dumping, et des renseignements détaillés à l'effet de montrer que le dumping allégué cause un préjudice à la production nationale concernée du pays tiers. Le gouvernement du pays tiers prêtera tout son concours aux autorités du pays importateur pour obtenir tout complément d'information que ces autorités pourraient estimer nécessaire.

c) Lorsqu'elles examineront une telle requête, les autorités du pays importateur prendront en considération les effets du dumping allégué sur l'ensemble de la production concernée dans le pays tiers; en d'autres termes, le préjudice ne sera pas évalué seulement en fonction de l'effet du dumping allégué sur les exportations de la production concernée vers le pays importateur, ou même sur les exportations totales de cette production.

d) La décision de donner suite à une telle requête ou de la classer incombera au pays importateur. Si celui-ci décide qu'il est disposé à prendre des mesures, c'est à lui qu'appartient l'initiative de demander leur agrément aux PARTIES CONTRACTANTES.

#### DEUXIÈME PARTIE - DISPOSITIONS FINALES

##### Article 13

Le présent Accord sera ouvert à l'acceptation, par signature ou d'autre manière, des parties contractantes à l'Accord général et de la Communauté économique européenne. Il entrera en vigueur le 1er juillet 1968 pour chacune des parties qui l'aura accepté à cette date. Pour chacune des parties acceptant l'Accord après cette date, il entrera en vigueur à la date d'acceptation.

##### Article 14

Chacune des parties au présent Accord prendra toutes mesures, générales ou particulières, nécessaires pour que, au plus tard le jour où ledit Accord entrera en vigueur en ce qui la concerne, ses lois, règlements et procédures administratives soient conformes aux dispositions du Code antidumping.

##### Article 15

Chacune des parties au présent Accord informera les PARTIES CONTRACTANTES à l'Accord général de toute modification apportée à ses lois et règlements antidumping ainsi qu'à l'application de ces lois et règlements.

**Article 16**

Chacune des parties au présent Accord fera rapport chaque année aux PARTIES CONTRACTANTES sur l'application de ses lois et règlements antidumping, en donnant un résumé des affaires dans lesquelles des droits antidumping ont été imposés à titre définitif.

**Article 17**

Les parties au présent Accord demanderont aux PARTIES CONTRACTANTES d'instituer un Comité des pratiques antidumping qui sera composé de leurs représentants. Le Comité se réunira en principe une fois l'an pour donner aux parties au présent Accord l'occasion de se consulter sur les questions regardant l'administration de systèmes antidumping dans tout pays ou territoire douanier participant, dans la mesure où ladite administration pourrait affecter l'application du Code antidumping ou la réalisation de ses objectifs. Ces consultations auront lieu sans préjudice des articles XXII et XXIII de l'Accord général.

Le présent Accord sera déposé auprès du Directeur général des PARTIES CONTRACTANTES qui remettra sans retard à chaque partie contractante à l'Accord général et à la Communauté économique européenne une copie certifiée conforme du présent Accord et une notification de chaque acceptation dudit Accord.

Le présent Accord sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

FAIT à Genève, le trente juin mil neuf cent soixante-sept, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi.

## **MULTILATERAL**

### **Cereals**

*Agreement done at London June 30, 1967; [<sup>1</sup>]  
Entered into force with respect to the United States of America  
July 1, 1968.*

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<sup>1</sup> Text as certified by the British Foreign Office.

**AGREEMENT****BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC,  
THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA,  
THE GOVERNMENT OF CANADA, THE GOVERNMENT OF THE  
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND, AND THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA RELATING TO CEREALS**

The Government of the Argentine Republic, the Government of the Commonwealth of Australia, the Government of Canada, the Government of the United Kingdom of Great Britain and Northern Ireland, and the Government of the United States of America have agreed as follows:

**ARTICLE I**

The Government of the United Kingdom may continue to operate the minimum import price system for cereals, cereal products and by-products as set out in the Annex to this Agreement. That Annex constitutes an integral part of this Agreement.

**ARTICLE II**

(1) This Agreement shall enter into force between the Government of the United Kingdom and each of the other Governments signatory to this Agreement<sup>[1]</sup> when the World Grains Arrangement<sup>[2]</sup> to be negotiated in accordance with Annex C of the Final Act authenticating the results of the 1964-67 Trade Conference held under the auspices of the Contracting Parties to the General Agreement on Tariffs and Trade enters into force for the Government of the United Kingdom and such other Government.

(2) Unless the parties agree that it shall remain in force for a longer period, this Agreement shall terminate three years from the date on which the World Grains Arrangement enters into force, or on the date on which the Government of the United Kingdom ceases to be a party to that Arrangement, whichever is the earlier.

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<sup>1</sup> Entered into force with respect to the United States of America July 1, 1968.

<sup>2</sup> TIAS 6537; 19 UST 5499.

**CONVENIO  
ENTRE EL GOBIERNO DE LA REPÚBLICA ARGENTINA, EL  
GOBIERNO DEL COMMONWEALTH DE AUSTRALIA, EL  
GOBIERNO DE CANADÁ, EL GOBIERNO DEL REINO UNIDO  
DE GRAN BRETAÑA E IRLANDA DEL NORTE Y EL GOBIERNO  
DE LOS ESTADOS UNIDOS DE AMÉRICA ACERCA DE CEREALES**

El Gobierno de la República Argentina, el Gobierno del Commonwealth de Australia, el Gobierno de Canadá, el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte y el Gobierno de los Estados Unidos de América han convenido en lo siguiente:

**ARTÍCULO I**

El Gobierno del Reino Unido puede continuar aplicando el sistema de precios mínimos de importación para cereales, productos de cereales y subproductos, según se expone en el Anexo a este Convenio. Dicho Anexo constituye una parte integrante de este Convenio.

**ARTÍCULO II**

(1) Este Convenio entrará en vigencia entre el Gobierno del Reino Unido y cada uno de los otros Gobiernos firmantes de este Convenio cuando el Arreglo Mundial de Granos que ha de ser convenido de acuerdo con el Anexo C del Acta Final que autentica los resultados de la Conferencia de Comercio de 1964-67 celebrada con los auspicios de las Partes Contratantes al Acuerdo General sobre Aranceles y Comercio entra en vigencia para el Gobierno del Reino Unido y tal otro Gobierno.

(2) A menos que las partes convengan en que el Convenio seguirá en vigencia durante un período más largo, éste terminará a los tres años de la fecha en que el Arreglo Mundial de Granos entra en vigor, o bien en la fecha en que el Gobierno del Reino Unido deje de formar parte de tal Arreglo, según ocurra antes.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE at London this thirtieth day of June, 1967, in the English and Spanish languages, both texts being equally authoritative, in a single copy which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit a certified true copy thereof to each signatory Government.

EN FE DE LO CUAL los firmantes, debidamente autorizados al efecto por sus respectivos Gobiernos, han firmado este Convenio.

HÉCHO en Londres a los treinta días de junio de 1967, en los idiomas inglés y español, siendo ambos textos de una igual autoridad y una sola copia, la que será depositada en los archivos del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, lo que transmitirá una copia auténtica certificada a cada uno de los Gobiernos firmantes.

For the Government of the Argentine Republic:

Por el Gobierno de la República Argentina:

Esta firma no está sujeta a aprobación o ratificación.

E. McLUGHLIN

, Noviembre 1967

For the Government of the Commonwealth of Australia:

Por el Gobierno del Commonwealth de Australia:

ad referendum<sup>[1]</sup>

A. R. DOWNER

For the Government of Canada:

Por el Gobierno de Canadá:

C. S. A. RITCHIE

For the Government of the United Kingdom of Great Britain and Northern Ireland:

Por el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte:

FRED MULLEY

For the Government of the United States of America:

Por el Gobierno de los Estados Unidos de América:

DAVID K. E. BRUCE

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<sup>1</sup>On July 10, 1967, the Government of Australia confirmed its signature as being effective on and from June 30, 1967.

## ANNEX

(1) The cereals, cereal products, and by-products for which the Government of the United Kingdom have initially specified and propose to continue to specify minimum import prices are set out in the Schedule to this Annex. As regards the minimum import prices at present applied, which are set out in the relevant Statutory Instruments of the United Kingdom (S.I. 1964, No. 687, as amended by S.I. 1964, No. 990, S.I. 1965, No. 5, and S.I. 1965, No. 1578) the Government of the United Kingdom have consulted the Governments of Australia, Canada, the Argentine Republic and the United States of America and it is understood that these prices are acceptable to those Governments. Any subsequent changes shall be a matter for joint consultation between the Government of the United Kingdom and the Governments of Australia, Canada, the Argentine Republic and the United States of America and as regards any changes which affect the particular interests of any one of those Governments the Government of the United Kingdom shall seek the agreement of that Government. 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 Governments of Australia, Canada, the Argentine Republic and the United States of America.

(2) 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. The Government of the United Kingdom shall exempt from levies all imports of products in the attached Schedule which originated in and were consigned from either Australia, or Canada, or the Argentine Republic, or the United States of America, as the case may be, to the United Kingdom except in the following circumstances:

- (i) When the general level of offering prices to the United Kingdom market from either Australia, or Canada, or the Argentine Republic, or the United States of America as the case may be of any product in the Schedule is (after taking into account any customs duty chargeable) below the appropriate prescribed minimum import prices for that product, the Government of the United Kingdom may, after notifying the Government concerned, 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 Schedule originated in and was consigned from either Australia, or Canada, or the Argentine Republic or the United States of America as the case may be 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 Governments concerned with respect to the products listed in the Schedule, as specified in Schedule XIX annexed to the General Agreement on Tariffs and Trade, and in the case of

the Government of Australia under the Trade Agreement of 1957 between the Government of the United Kingdom and the Government of Australia, in the case of the Government of Canada under the relevant provisions of the Exchange of Letters of 30th October 1947, between the Government of the United Kingdom and the Government of Canada relating to the Trade Agreement of 1937, and in the case of the Argentine Republic under the Trade Agreement of 1936. 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.

(3) The Government of the United Kingdom shall review the minimum import price arrangements before the beginning of each crop year commencing on 1st July or on request during a crop year, in consultation with the Governments of Australia, Canada, the Argentine Republic and the United States of America, and other Governments co-operating in the operation and observance of the United Kingdom's minimum import price system. If it is found as a result of a review of the minimum import price arrangements that they have resulted in an appreciable distortion of the pattern of trade in the products which the Schedule to this Annex 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 Australia, or of Canada, or of the Argentine Republic, or of the United States of America as the case may be, the Government of the United Kingdom shall take effective corrective action in consultation with those Governments and other co-operating Governments and in accordance with the procedures outlined in paragraph (1) to remedy the situation.

(4) It is the intention of the Government of the United Kingdom so to operate the minimum import price system that it will 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 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 the co-operating Governments.

(5) In the light of all these considerations it is the understanding of the Government of the United Kingdom that the Governments of Australia, Canada, the Argentine Republic and the United States of America will co-operate so far as practicable in the operation and observance of minimum import prices prescribed for the products covered in the Schedule to this Annex subject to the provisions set out herein.

(6) Consultations regarding the operation of this Annex may be held at any time at the request of the Government of the United Kingdom, or of Australia, or of Canada, or of the Argentine Republic, or of the United States of America.

## SCHEDULE

*Commodities Specified*

<i>Tariff heading</i>			<i>Description</i>
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 pearl barley
Ex B.N. 23.02	...	...	Bran, sharps and other residues derived from the sifting, milling or working of cereals other than of rice
Ex B.N. 23.07	...	...	Preparations of bran, sharps and other residues derived from the sifting, milling or working of cereals other than of rice

**ANEXO**

(1) Los cereales, los productos y los subproductos de cereales para los cuales el Gobierno del Reino Unido ha especificado inicialmente y se propone continuar especificando los precios mínimos de importación se establecen en el Apéndice a este Anexo. Con respecto a los precios mínimos de importación actualmente en vigencia, que se establecen en los correspondientes Instrumentos Estatutarios del Reino Unido, (S.I. 1964, No. 687, modificados por S.I. 1964, No. 990, S.I. 1965, No. 5 y S.I. 1965, No. 1578) el Gobierno del Reino Unido ha consultado con los Gobiernos de Australia, Canadá, la República Argentina, y los Estados Unidos de América, y queda entendido que estos precios son aceptables a estos Gobiernos. Todo cambio subsiguiente será cuestión de una consulta conjunta entre el Gobierno del Reino Unido y los Gobiernos de Australia, Canadá, la República Argentina y los Estados Unidos de América y con respecto a cualesquiera cambios que afecten los intereses particulares de cualquiera de esos Gobiernos, el Gobierno del Reino Unido buscará el acuerdo de ese Gobierno. Además, el Gobierno del Reino Unido no introducirá ningún cambio importante en el nivel general de los precios mínimos de importación, salvo previo acuerdo con los Gobiernos de Australia, Canadá, la República Argentina, y los Estados Unidos de América.

(2) El Gobierno del Reino Unido adoptará medidas para mantener los niveles de los precios mínimos de importación prescriptos mediante gravámenes a las importaciones en la medida necesaria para ese fin. El Gobierno del Reino Unido eximirá de gravámenes todas las importaciones de productos que figuran en el Apéndice adjunto que tengan origen en y fueran consignadas desde Australia, Canadá, la República Argentina o los Estados de América, según el caso, al Reino Unido excepto en las siguientes circunstancias:

- (i) Cuando el nivel general de precios de oferta al mercado del Reino Unido desde Australia, Canadá, la República Argentina o los Estados Unidos de América, según el caso, para cualquier producto mencionado en el Apéndice esté (previo cálculo de cualesquiera derechos aduaneros imponibles), por debajo del apropiado precio mínimo de importación prescripto para dicho producto, el Gobierno del Reino Unido podrá, previa notificación al Gobierno correspondiente, aplicar un gravamen, generalmente equivalente a la diferencia entre los dos, a dicho producto durante el tiempo que tales condiciones lo exijan.
- (ii) Cuando una sola partida de cualquier producto en el Apéndice que tuviera origen en Australia, Canadá, la República Argentina o los Estados Unidos de América y que fuera consignado desde esos países, según el caso, y el precio pagado por dicha partida, junto con cualesquiera derechos aduaneros imponibles y cualesquiera gravámenes aplicables de acuerdo con el subpárrafo (i) precedente esté por debajo del mínimo correspondiente, puede aplicarse un gravamen igual a la diferencia entre los dos.

En las circunstancias prescriptas en los subpárrafos (i) y (ii) precedentes, dichos gravámenes pueden ser aplicados por el Gobierno del Reino Unido, no obstante sus compromisos con los Gobiernos correspondientes con respecto

a los productos enumerados en el Apéndice, como se especifica en la Lista XIX anexa al Acuerdo General sobre Aranceles y Comercio, y en el caso del Gobierno de Australia de acuerdo con el Acuerdo Comercial de 1957, entre el Gobierno del Reino Unido y el Gobierno de Australia, en el caso del Gobierno de Canadá de acuerdo con las provisiones aplicables en el intercambio de Cartas del 30 de octubre de 1947, entre el Gobierno del Reino Unido y el Gobierno de Canadá relacionado con el Convenio Comercial de 1937, y en el caso de la República Argentina de acuerdo con el Convenio Comercial de 1936. Es también intención del Gobierno del Reino Unido que en la aplicación de dichos convenios se adopten las disposiciones pertinentes para evitar perjuicios a las prácticas comerciales normales de futuros contratantes.

(3) El Gobierno del Reino Unido revisará los convenios sobre precios mínimos de importación antes del comienzo de cada año de cosecha que empieza el 1º de Julio, o a solicitud durante un año de cosecha, en consulta con los Gobiernos de Australia, Canadá, la República Argentina y los Estados Unidos de América y otros Gobiernos que cooperan en la operación y cumplimiento del sistema de precios mínimos de importación del Reino Unido. Si se comprueba como resultado de una revisión de los convenios sobre precios mínimos de importación, que los mismos han resultado ser una apreciable distorsión de la norma comercial en los productos incluidos en la Lista de este Anexo entre los Gobiernos cooperadores que abastecen al Reino Unido y que en consecuencia han perjudicado o amenazado por perjudicar los intereses comerciales del Gobierno de Australia, Canadá, la República Argentina o los Estados Unidos de América, según el caso, el Gobierno del Reino Unido adoptará medidas correctivas efectivas en consulta con esos Gobiernos y otros Gobiernos cooperadores y de conformidad con los procedimientos señalados en el párrafo (i) para remediar la situación.

(4) Es intención del Gobierno del Reino Unido aplicar el sistema de precios mínimos de importación en tal forma que no resulte en una disminución de los beneficios de que gozan los abastecedores preferenciales de sus preferencias existentes en el mercado del Reino Unido. Por otra parte, en el caso de la harina de trigo, es intención del Gobierno del Reino Unido no proporcionar en virtud de los convenios de precios mínimos de importación ninguna ventaja adicional a molineros en los países cooperadores o en el Reino Unido. Si se comprueba que alguna de dichas intenciones no se logra o amenaza no lograrse, el Gobierno del Reino Unido adoptará medidas correctivas efectivas previa consulta con otros gobiernos cooperadores.

(5) A la luz de todas estas consideraciones el Gobierno del Reino Unido y los Gobiernos de Australia, Canadá, la República Argentina y los Estados Unidos de América, convienen en cooperar en la medida factible en la aplicación y cumplimiento de los precios mínimos de importación prescriptos para los productos incluidos en el Apéndice de este Anexo sometidos a lo estipulado en la presente.

(6) Las consultas relativas a la aplicación del presente Anexo pueden realizarse en cualquier momento a solicitud de los Gobiernos del Reino Unido, Australia, Canadá, la República Argentina o los Estados Unidos de América.

## APENDICE

*Lista de productos especificados*

<i>Titulo de Arancel</i>		<i>Descripción</i>
B.N. 10.01	...	Trigo y mezcla
B.N. 10.03	...	Cebada
B.N. 10.04	...	Avena
Ex B.N. 10.05	...	Maíz que no sea maíz en espiga
Ex B.N. 10.07	...	Sorgo en grano
Ex B.N. 11.01	...	Harina de cereales que no sea harina de arroz
Ex B.N. 11.02	...	Sémolas de cereales, sémolas de harina, otros cereales elaborados y gérmenes de cereales que no sean: (a) sémolas de arroz, harina de arroz, germe de arroz y otro arroz elaborado, (b) cebada, varios procesos y perlada.
Ex B.N. 23.02	...	Afrecho, salvados de trigo y otros residuos derivados del tamizado, molienda o elaboración de cereales que no sea arroz
Ex B.N. 23.07	...	Preparaciones de afrecho, salvados de trigo y otros residuos derivados del tamizado, molienda o elaboración de cereales que no sea arroz

## MULTILATERAL

**Atomic Energy: Application of Safeguards by the IAEA to  
the United States-Venezuela Cooperation Agreement**

*Agreement signed at Vienna March 27, 1968;  
Entered into force March 27, 1968.*

**AGREEMENT BETWEEN THE  
INTERNATIONAL ATOMIC ENERGY AGENCY,  
THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
FOR THE APPLICATION OF SAFEGUARDS**

WHEREAS the Government of the Republic of Venezuela and the Government of the United States of America have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 8 October 1958, [<sup>1</sup>] which requires that equipment, devices and materials made available to Venezuela by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the two Governments have recognized the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is, pursuant to its Statute and [<sup>2</sup>] the action of its Board of Governors, now in a position to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 22 September 1967;

NOW, THEREFORE, the Agency and the two Governments agree as follows:

**PART I**

**Definitions**

**Section 1. For the purposes of this Agreement:**

- (a) "Agency" means the International Atomic Energy Agency.
- (b) "Board" means the Board of Governors of the Agency.
- (c) "Agreement for Cooperation" means the agreement between Venezuela and the United States for co-operation on the civil uses of atomic energy signed on 8 October 1958.
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961.
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10.
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute.
- (g) "Safeguards Document" means Agency document INFCIRC/66, which was approved by the Board on 28 September 1965, including the Annex setting forth provisions for reprocessing plants set forth in Agency document GC(X)/INF/86, which was approved by the Board on 17 June 1966.

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<sup>1</sup> TIAS 4416; 11 UST 104.

<sup>2</sup> TIAS 3873; 8 UST 1093.

- (h) "United States" means the Government of the United States of America.
- (i) "Venezuela" means the Government of the Republic of Venezuela.

## PART II

### Undertakings by the Governments and the Agency

Section 2. Venezuela undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for Venezuela.

Section 3. The United States undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the United States.

Section 4. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose.

Section 5. Venezuela and the United States undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

Section 6. The United States agrees that its rights under Article IX of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the Inventory for Venezuela. It is understood that no other rights and obligations of Venezuela and the United States between themselves under Article IX and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article X, will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 23 (a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

Section 8. Venezuela and the United States shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

## PART III

### Inventories and Notifications

#### Section 9.

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of Venezuela and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for Venezuela and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.
- (b) Thereafter Venezuela and the United States shall jointly notify the Agency of:
  - (i) Any transfer from the United States to Venezuela under their Agreement for Co-operation of materials, equipment or facilities;

- (ii) Any transfer from Venezuela to the United States of any special fissionable material which has been included in the Inventory for Venezuela pursuant to Section 12; and
  - (iii) Any other materials, equipment and facilities which as a consequence of the transfers referred to in (i) and (ii) above come within the scope of the Category described in Section 10(b) or (e).
- (c) The Agency shall, within 30 days of its receipt of a joint notification, advise both Governments either:
- (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
  - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under what conditions it would be able to apply safeguards thereto if the Governments so desire.

**Section 10.** The Agency shall establish and maintain the Inventory with respect to each Government which shall be divided into three Categories.

- (a) Category I of the Inventory with respect to Venezuela shall list:
- (i) Equipment and facilities transferred to Venezuela.
  - (ii) Material transferred to Venezuela or material substituted therefor in accordance with paragraph 25 or 26 (d) of the Safeguards Document;
  - (iii) Special fissionable materials produced in Venezuela, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
  - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (b) Category II of the Inventory with respect to Venezuela shall list:
- (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for Venezuela; and
  - (ii) Any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for Venezuela.
- (c) Category III of the Inventory with respect to Venezuela shall list any nuclear material which would normally be listed in Category I of the Inventory for Venezuela but which is not listed because:
- (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) Category I of the Inventory with respect to the United States shall list:
- (i) Special fissionable material of whose transfer from Venezuela the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document; or

- (ii) Special fissionable material produced in the United States, as specified in Section 12, or any material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the United States shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the United States.
- (f) Category III of the Inventory with respect to the United States shall list any material which would normally be listed in Category I of the Inventory for the United States but which is not so listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Section 9(b)(i) shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Venezuela, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities described in Section 10(a), 10(b)(i) or 10(d). Upon receipt by the Agency of the notification, such produced material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the Inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. Venezuela shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material so processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall notify the Agency of the transfer to the United States of any materials, equipment or facilities listed in the Inventory for Venezuela. Upon receipt thereof by the United States:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for Venezuela to Category I of the Inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that:

- (a) Arrangements have been made by the Agency to safeguard such materials, equipment or facilities; or
- (b) The materials, equipment or facilities will be subject to safeguards other than those of the Agency but generally consistent with such safeguards and accepted by the Agency.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, any notification that will be required pursuant to Section 9(b)(iii) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 14, 15 and 16 shall be sent to the Agency at least two weeks before the material, equipment or facility is to be transferred. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15 above. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be determined as provided in paragraph 26 of the Safeguards Document.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

## PART IV

### Safeguards Procedures

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 31 and 32 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII.C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this section.

**PART V****Agency Inspectors**

**Section 24.** Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the United States and in Venezuela shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

**Section 25.** Venezuela shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency [¹] to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

**Section 26.** The provisions of the International Organizations Immunities Act of the United States[²] shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

**PART VI****Finance**

**Section 27.** Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

**Section 28.**

- (a) Venezuela shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Venezuela.
- (b) In carrying out its functions under this Agreement within the United States, the Agency and its personnel shall be covered to the same extent as United States nationals by any protection against third-party liability provided under the Price-Anderson Act, [³] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States.

**PART VII****Settlement of Disputes**

**Section 29.** Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

<sup>1</sup> 374 UNTS 147.

<sup>2</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

<sup>3</sup> 71 Stat. 576; 42 U.S.C. § 2210.

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

**Section 30. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.**

## PART VIII

### Amendment, Modifications, Entry into Force and Duration

**Section 31.** The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspector Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

**Section 32.** This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

**Section 33.** This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear material referred to in Section 10(a)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 19.

**ACUERDO DE APLICACION DE SALVAGUARDIAS CONCERTADO  
ENTRE EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA,  
EL GOBIERNO DE LA REPUBLICA DE VENEZUELA Y  
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA**

CONSIDERANDO que el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América cooperan para la utilización de la energía atómica con fines civiles en virtud del Acuerdo de Cooperación de 8 de octubre de 1958, en el que se estipula que el equipo, los aparatos y los materiales proporcionados a Venezuela por los Estados Unidos se utilizarán exclusivamente con fines pacíficos, para lo que se prevé la aplicación de un sistema de salvaguardias;

CONSIDERANDO que ambos Gobiernos juzgan conveniente que el Organismo administre dichas salvaguardias tan pronto como sea posible;

CONSIDERANDO que por su Estatuto y por las decisiones de su Junta de Gobernadores, el Organismo está ya en condiciones de aplicar salvaguardias de conformidad con los procedimientos prescritos en el documento de las salvaguardias y en el documento relativo a los inspectores;

CONSIDERANDO que ambos Gobiernos han reafirmado el deseo de que no se utilicen con fines militares el equipo, los aparatos y los materiales proporcionados por los Estados Unidos en virtud del Acuerdo de Cooperación, producidos mediante su empleo o que de otro modo estén sometidos a salvaguardias en virtud de dicho Acuerdo, y han pedido al Organismo que, en la medida en que haya establecido disposiciones apropiadas para ello, aplique salvaguardias a los materiales, al equipo y a las instalaciones cubiertos por el presente Acuerdo;

CONSIDERANDO que la Junta de Gobernadores del Organismo ha acogido favorablemente esta petición el 22 de septiembre de 1967;

El Organismo y los dos Gobiernos acuerdan lo siguiente:

**PARTE I**

**Definiciones**

**Sección 1. Para los fines del presente Acuerdo:**

- a) Por "Organismo" se entiende el Organismo Internacional de Energía Atómica.
- b) Por "Junta" se entiende la Junta de Gobernadores del Organismo.
- c) Por "Acuerdo de Cooperación" se entiende el Acuerdo de Cooperación para la utilización de la energía atómica con fines civiles concertado entre Venezuela y los Estados Unidos, que fue firmado el 8 de octubre de 1958.
- d) Por "documento relativo a los inspectores" se entiende el anexo del documento GC(V)/INF/39 del Organismo, puesto en vigor por la Junta el 29 de junio de 1961.
- e) Por "inventario" se entiende cualquiera de las dos listas de materiales, equipo e instalaciones descritas en la Sección 10.
- f) Por "materiales nucleares" se entiende cualquier material básico o material fisiónable especial conforme se definen en el Artículo XX del Estatuto del Organismo.

- g) Por "documento de las salvaguardias" se entiende el documento INFCIRC/66 del Organismo, que la Junta aprobó el 28 de septiembre de 1963, incluido el Anexo donde figuran las disposiciones relativas a las plantas de regeneración, enunciadas en el documento GC(X)/INF/86 del Organismo, que la Junta aprobó el 17 de junio de 1966.
- h) Por "Estados Unidos" se entiende el Gobierno de los Estados Unidos de América.
- i) Por "Venezuela" se entiende el Gobierno de la República de Venezuela.

## PARTE II

### Obligaciones de los Gobiernos y del Organismo

Sección 2. Venezuela se compromete a no utilizar de modo que contribuya a fines militares ninguno de los materiales, equipo o instalaciones que figuren en el inventario correspondiente a Venezuela.

Sección 3. Los Estados Unidos se comprometen a no utilizar de modo que contribuya a fines militares ninguno de los materiales fisionables especiales, equipo o instalaciones que figuren en el inventario correspondiente a los Estados Unidos.

Sección 4. El Organismo se compromete a aplicar su sistema de salvaguardias, de conformidad con lo dispuesto en el presente Acuerdo, a los materiales, el equipo y las instalaciones mientras estén inscritos en los inventarios, a fin de impedir, en la medida de lo posible, que se utilicen de modo que contribuya a fines militares.

Sección 5. Venezuela y los Estados Unidos se comprometen a facilitar la aplicación de esas salvaguardias y a cooperar con el Organismo y entre sí para tal fin.

Sección 6. Los Estados Unidos aceptan que los derechos de aplicar salvaguardias al equipo, los aparatos y los materiales sujetos al Acuerdo de Cooperación, que les confiere el artículo IX de dicho Acuerdo, queden en suspenso respecto de los materiales, el equipo y las instalaciones incluidos en el inventario correspondiente a Venezuela. Queda entendido que el presente Acuerdo no modifica en absoluto los demás derechos y obligaciones reciprocos que correspondan a Venezuela y a los Estados Unidos de conformidad con el artículo IX y con otras disposiciones del Acuerdo de Cooperación, en particular los derechos y obligaciones que derivan del párrafo b) del artículo X.

Sección 7. Si el Organismo, con arreglo al apartado a) de la Sección 23, queda exonerado de las obligaciones que le competen conforme a la Sección 4, o si por cualquier otra razón la Junta determina que el Organismo no está en condiciones de asegurar que algunos de los materiales, equipo o instalaciones inscritos en un inventario no sean utilizados con fines militares, los materiales, el equipo o las instalaciones de que se trate se darán automáticamente de baja en dicho inventario hasta que la Junta determine que el Organismo está nuevamente en condiciones de aplicarles salvaguardias. Cuando, de conformidad con lo estipulado en esta Sección, algún material, equipo o instalación sea dado de baja en el inventario correspondiente a uno de los dos Gobiernos, el Organismo podrá comunicar al otro Gobierno, si éste se lo pide, la información que posea acerca de tales materiales, equipo o instalaciones a fin de que dicho Gobierno pueda ejercer efectivamente los derechos que sobre ellos tuviere.

Sección 8. Venezuela y los Estados Unidos comunicarán lo antes posible al Organismo toda modificación del Acuerdo de Cooperación y toda notificación de denuncia presentada con respecto a dicho Acuerdo.

**PARTE III****Inventarios y notificaciones****Sección 9.**

- a) Ambos Gobiernos prepararán y presentarán conjuntamente al Organismo tan pronto como sea posible una vez que entre en vigor el presente Acuerdo, una lista inicial de todos los materiales, equipo e instalaciones sometidos a la jurisdicción de Venezuela y sujetos al Acuerdo de Cooperación. La aceptación de esa lista por el Organismo representará el establecimiento del inventario correspondiente a Venezuela, y el Organismo comenzará a aplicar salvaguardias a dichos materiales, equipo e instalaciones.
- b) A continuación, Venezuela y los Estados Unidos notificarán conjuntamente al Organismo:
  - i) Toda transferencia de materiales, equipo o instalaciones de los Estados Unidos a Venezuela efectuada en virtud del Acuerdo de Cooperación;
  - ii) Toda transferencia de Venezuela a los Estados Unidos de cualquier material fisponible especial inscrito en el inventario correspondiente a Venezuela conforme a la Sección 12;
  - iii) Cualesquiera otros materiales, equipo e instalaciones que, como consecuencia de las transferencias a que se refieren los anteriores Incisos i) y ii), queden comprendidos dentro de la categoría descrita en los apartados b) o e) de la Sección 10.
- c) El Organismo, dentro de un plazo de treinta días a partir de la fecha en que reciba una notificación conjunta, comunicará a ambos Gobiernos:
  - i) O bien que los materiales, el equipo y las instalaciones a que se refiera la notificación conjunta quedan inscritos en el inventario correspondiente, en la fecha de la comunicación;
  - ii) O bien que el Organismo no puede aplicar salvaguardias a esos materiales, equipo o instalaciones, en cuyo caso podrá indicar, sin embargo, cuándo o en qué condiciones le será posible aplicarles salvaguardias si así lo desean los Gobiernos.

Sección 10. El Organismo preparará y llevará el inventario correspondiente a cada Gobierno, inventario que estará dividido en tres categorías:

- a) La categoría I del inventario correspondiente a Venezuela abarcará:
  - i) El equipo y las instalaciones transferidas a Venezuela;
  - ii) Los materiales transferidos a Venezuela o los materiales sustitutivos correspondientes conforme al párrafo 25 o al apartado d) del párrafo 26 del documento de las salvaguardias;
  - iii) Los materiales fisibles especiales producidos en Venezuela, conforme se especifica en la Sección 12, o cualesquiera materiales sustitutivos correspondientes conforme al párrafo 25 o al apartado d) del párrafo 26 del documento de las salvaguardias;
  - iv) Los materiales nucleares distintos de los inscritos conforme a los anteriores incisos ii) o iii), que se traten o utilicen en cualesquiera de los materiales, equipo o instalaciones inscritos conforme a los anteriores incisos i), ii) o iii), o cualquier otro material sustitutivo correspondiente conforme al párrafo 25 o al apartado d) del párrafo 26 del documento de las salvaguardias.
- b) La categoría II del inventario correspondiente a Venezuela abarcará:
  - i) Toda instalación mientras forme parte de ella cualquier equipo inscrito dentro de la categoría I del inventario correspondiente a Venezuela;

- ii) Todo equipo o instalación mientras contengan, utilicen, elaboren o traten cualquiera de los materiales inscritos en la categoría I del inventario correspondiente a Venezuela.
  
- c) La categoría III del inventario correspondiente a Venezuela abarcará cualesquier materiales nucleares que normalmente estarían inscritos en la categoría I del inventario correspondiente a Venezuela pero que no lo están debido:
  - i) A haber quedado exentos de la aplicación de salvaguardias conforme a las disposiciones de los párrafos 21, 22 ó 23 del documento de las salvaguardias;
  - ii) A haber quedado en suspenso la aplicación de las salvaguardias conforme a las disposiciones de los párrafos 24 ó 25 del documento de las salvaguardias.
  
- d) La categoría I del inventario correspondiente a los Estados Unidos abarcará:
  - i) Los materiales fisionables especiales cuya transferencia desde Venezuela haya sido notificada al Organismo conforme al inciso ii) del apartado b) de la Sección 9, o los materiales sustitutivos correspondientes conforme al párrafo 23 o al apartado d) del párrafo 26 del documento de las salvaguardias;
  - ii) Los materiales fisionables especiales producidos en los Estados Unidos conforme se especifica en la Sección 12, o cualesquier materiales sustitutivos correspondientes conforme al párrafo 23 o al apartado d) del párrafo 26 del documento de las salvaguardias.
  
- e) La categoría II del inventario correspondiente a los Estados Unidos abarcará todo equipo o instalación mientras contengan, utilicen, elaboren o traten cualquiera de los materiales inscritos en la categoría I del inventario correspondiente a los Estados Unidos.
  
- f) La categoría III del inventario correspondiente a los Estados Unidos abarcará cualesquier materiales que normalmente estarían inscritos en la categoría I del inventario correspondiente a los Estados Unidos pero que no lo están debido:
  - i) A haber quedado exentos de la aplicación de salvaguardias conforme a las disposiciones de los párrafos 21, 22 ó 23 del documento de las salvaguardias;
  - ii) A haber quedado en suspenso la aplicación de las salvaguardias conforme a las disposiciones de los párrafos 24 ó 25 del documento de las salvaguardias.

El Organismo enviará copias de ambos inventarios a los dos Gobiernos cada doce meses o cuando cualquiera de los dos Gobiernos lo pida en petición dirigida al Organismo con dos semanas de antelación por lo menos.

**Sección 11.** Las notificaciones conjuntas de los Gobiernos a que se refiere el inciso i) del apartado b) de la Sección 9 se enviarán normalmente al Organismo dentro de un plazo de dos semanas a contar desde la llegada a Venezuela de los materiales, el equipo y las instalaciones, con la salvedad de que cuando se trate de envíos de materiales básicos en cantidades que no excedan de una tonelada métrica, dicho plazo de dos semanas no será de aplicación y bastará con informar al Organismo a intervalos que no excedan de tres meses. En todas las notificaciones que se hagan con arreglo a la Sección 9 se indicará en la medida que proceda, la composición nuclear y química de los materiales nucleares, la forma física y la cantidad de material, o el tipo y la capacidad del equipo o de las instalaciones de que se trate, así como la fecha de expedición y la de recibo, la identidad del remitente y del destinatario y las demás informaciones pertinentes. Los dos Gobiernos se comprometen, además, a notificar al Organismo con la mayor antelación posible toda transferencia de grandes cantidades de materiales nucleares o de equipo e instalaciones importantes.

**Sección 12.** En los informes que prepare con arreglo a las disposiciones del documento de las salvaguardias, cada Gobierno notificará al Organismo todos los materiales fisionables especiales que

durante el período que abarque el informe haya producido en los materiales, el equipo o las instalaciones descritos en el apartado a), el inciso i) del apartado b) y el apartado d) de la Sección 10, o mediante el empleo de esos materiales, equipo o instalaciones. Cuando el Organismo reciba la notificación, los materiales producidos se inscribirán en la categoría I del inventario, quedando entendido que se considerarán inscritos y, en consecuencia, sujetos a las salvaguardias del Organismo, desde el momento en que se produzcan. El Organismo podrá verificar el cálculo de la cantidad de tales materiales; cuando proceda, el inventario se rectificará por acuerdo entre las Partes; hasta que éstas lleguen a un acuerdo definitivo se aplicarán los cálculos del Organismo.

Sección 13. Venezuela notificará al Organismo, por medio de los informes previstos en el documento de las salvaguardias, todos los materiales nucleares que hayan de inscribirse en la categoría I del inventario correspondiente a Venezuela de conformidad con el inciso iv) del apartado a) de la Sección 10. Una vez que el Organismo haya recibido la notificación, tales materiales nucleares se inscribirán en la categoría I del inventario, con la condición de que todo material así tratado o utilizado se considerará inscrito y, por tanto, estará sujeto a salvaguardias del Organismo desde el momento en que se trate o utilice.

Sección 14. Los dos Gobiernos notificarán conjuntamente al Organismo la transferencia a los Estados Unidos de cualesquier materiales, equipo o instalaciones inscritos en el inventario correspondiente a Venezuela. Una vez recibidos por los Estados Unidos:

- a) Los materiales descritos en el inciso ii) del apartado b) de la Sección 9 se pasarán del inventario correspondiente a Venezuela a la categoría I del inventario correspondiente a los Estados Unidos;
- b) Los demás materiales, equipo o instalaciones se darán de baja en el inventario.

Sección 15. Los dos Gobiernos notificarán conjuntamente al Organismo toda transferencia de los materiales, el equipo o las instalaciones inscritos en la categoría I del inventario a un destinatario que no se encuentre bajo la jurisdicción de ninguno de los dos Gobiernos. Esos materiales, equipo o instalaciones podrán transferirse y, por consiguiente, ser dados de baja en el inventario, a condición de que:

- a) El Organismo haya adoptado las medidas necesarias para que los materiales, el equipo o las instalaciones de que se trate queden sometidos a sus salvaguardias;
- b) Los materiales, el equipo o las instalaciones de que se trate queden sometidos a salvaguardias que sean compatibles en general con las del Organismo y aceptadas por él.

Sección 16. Siempre que uno de los dos Gobiernos tenga intención de transferir material o equipo inscritos en la categoría I de su inventario a una instalación sometida a su jurisdicción, pero que el Organismo no haya previamente aceptado para su inscripción en el inventario correspondiente a ese Gobierno, toda notificación necesaria conforme al inciso iii) del apartado b) de la Sección 9 se comunicará al Organismo antes de efectuarse dicha transferencia. El Gobierno sólo podrá efectuar la transferencia a esa instalación después de que el Organismo haya aceptado tal notificación.

Sección 17. Las notificaciones a que se refieren las secciones 14, 15 y 16 se enviarán al Organismo a más tardar dos semanas antes de la transferencia de los materiales, el equipo o las instalaciones. El contenido de estas notificaciones se ajustará, en la medida que proceda, a las disposiciones de la Sección 11.

Sección 18. El Organismo eximirá de salvaguardias a los materiales nucleares en las condiciones especificadas en los párrafos 21, 22 ó 23 del documento de las salvaguardias y suspenderá la aplicación de salvaguardias a los materiales nucleares en las condiciones especificadas en los párrafos 24 ó 25 de dicho documento.

Sección 19. El Organismo dará por terminada la aplicación de salvaguardias en virtud del presente Acuerdo a los materiales, el equipo y las instalaciones que hayan sido dados de baja en un inventario

de conformidad con lo establecido en el apartado b) de la Sección 14, o en la Sección 15. Los materiales nucleares distintos de los indicados en la frase anterior serán dados de baja en el inventario y la aplicación de salvaguardias del Organismo respecto de ellos cesará conforme se establece en el párrafo 26 del documento de las salvaguardias.

Sección 20. Los dos Gobiernos y el Organismo decidirán de común acuerdo las condiciones de exención, suspensión o cese de las salvaguardias relativas a materiales, equipo e instalaciones no comprendidos en las Secciones 18 y 19.

## PARTE IV

### Procedimientos de salvaguardia

Sección 21. En la aplicación de salvaguardias el Organismo observará los principios formulados en los párrafos 9 a 14 del documento de las salvaguardias.

Sección 22. Los procedimientos de aplicación de salvaguardias por el Organismo a los materiales, el equipo y las instalaciones inscritos en los inventarios serán los establecidos en el documento de las salvaguardias. El Organismo podrá convenir con cada Gobierno las disposiciones suplementarias necesarias para la observancia de esos procedimientos, que comprenderán las medidas precisas para la aplicación de salvaguardias a materiales y equipo no nucleares. El Organismo tendrá derecho a pedir que se le facilite la información a que se refiere el párrafo 41 del mencionado documento y a realizar las inspecciones previstas en sus párrafos 51 y 52.

Sección 23. Si la Junta determina que se ha dejado de cumplir alguna de las disposiciones del presente Acuerdo, recurrirá al Gobierno interesado para que remedie inmediatamente este incumplimiento y presentará los informes que estime apropiados. Si dentro de un plazo razonable el Gobierno no adopta todas las medidas correctivas necesarias:

- a) El Organismo quedará exonerado de la obligación de aplicar salvaguardias conforme a la Sección 4 durante todo el tiempo que la Junta determine que el Organismo no puede aplicar eficazmente las salvaguardias previstas en el presente Acuerdo;
- b) La Junta podrá tomar cualquiera de las medidas prescritas en el párrafo C del Artículo XII del Estatuto.

El Organismo notificará inmediatamente a ambos Gobiernos las determinaciones de la Junta con arreglo a esta Sección.

## PARTE V

### Inspectores del Organismo

Sección 24. Los inspectores del Organismo que ejerzan sus funciones en virtud del presente Acuerdo se regirán por lo dispuesto en los párrafos 1 a 7 y 9, 10, 12 y 14 del documento relativo a los inspectores, con la salvedad de que el párrafo 4 de dicho documento no se aplicará a ninguna de las instalaciones ni a ninguno de los materiales nucleares a los que el Organismo tenga acceso en cualquier momento. Los procedimientos para dar efecto al párrafo 30 del documento de las salvaguardias en los Estados Unidos y en Venezuela se concertarán entre el Organismo y el Gobierno interesado antes de que las instalaciones o los materiales se inscriban en el inventario.

Sección 25. Venezuela aplicará las disposiciones pertinentes del Acuerdo sobre Privilegios e Inmunidades del Organismo a los inspectores de este último que ejerzan sus funciones en virtud del presente Acuerdo y a los bienes del Organismo que dichos inspectores utilicen.

Sección 26. Se aplicarán las disposiciones de la International Organizations Immunities Act (Ley sobre Inmunidades de las organizaciones internacionales) de los Estados Unidos a los inspectores del Organismo que ejerzan sus funciones en dicho país en virtud del presente Acuerdo y a los bienes del Organismo que dichos inspectores utilicen.

## PARTE VI

### Disposiciones financieras

Sección 27. Cada Parte sufragará los gastos en que incurra en el cumplimiento de las obligaciones derivadas del presente Acuerdo. El Organismo reembolsará a cada Gobierno los gastos especiales, incluidos los mencionados en el párrafo 6 del documento relativo a los inspectores, en que los Gobiernos o personas sometidas a su jurisdicción hayan incurrido por petición escrita del Organismo, siempre que antes de incurrir en el gasto el Gobierno comunique al Organismo que pedirá el reembolso. Estas disposiciones no se aplicarán a los gastos que razonablemente puedan atribuirse al incumplimiento del presente Acuerdo por una de las Partes.

#### Sección 28.

- a) Venezuela dispondrá lo necesario para que todas las medidas de protección en materia de responsabilidad civil, tales como seguros u otras garantías financieras concertadas para cubrir los riesgos de accidente nuclear en las instalaciones nucleares sometidas a su jurisdicción, se apliquen al Organismo y a los inspectores del Organismo en el ejercicio de sus funciones con arreglo al presente Acuerdo, en la misma medida que a sus nacionales.
- b) En el ejercicio de sus funciones dentro del territorio de los Estados Unidos y en virtud del presente Acuerdo, el Organismo y sus funcionarios se beneficiarán en la misma medida que los nacionales de los Estados Unidos de toda medida de protección en materia de responsabilidad civil que se establezca de conformidad con la Price-Anderson Act (Ley Price-Anderson), tales como los seguros u otras garantías de indemnización que dicha Ley pueda exigir respecto de los accidentes nucleares ocurridos en el territorio de los Estados Unidos.

## PARTE VII

### Solución de controversias

Sección 29. Toda controversia derivada de la interpretación o aplicación del presente Acuerdo que no quede resuelta mediante negociación o por cualquier otro procedimiento convenido entre las Partes se someterá, a petición de cualquiera de ellas, a un tribunal arbitral formado como sigue:

- a) Si la controversia afecta sólo a dos de las Partes en el presente Acuerdo, y las tres Partes convienen en que la tercera no está interesada, cada una de las dos Partes afectadas designará un árbitro y los dos árbitros designados elegirán un tercero que actuará como Presidente. Si dentro de los treinta días siguientes a la petición de arbitraje una de las Partes no ha designado árbitro, cualquiera de las Partes en la controversia podrá pedir al Presidente de la Corte Internacional de Justicia que nombre un árbitro. Si dentro de los treinta días siguientes a la designación o nombramiento de los dos árbitros el tercero no ha sido elegido, se seguirá el mismo procedimiento.

- b) Si la controversia afecta a las tres Partes en el presente Acuerdo, cada una de ellas designará un árbitro y los tres árbitros elegirán por decisión unánime un cuarto árbitro, que actuará como Presidente, y un quinto árbitro. Si dentro de los treinta días siguientes a la petición de arbitraje alguna de las Partes no ha designado árbitro, cualquiera de las Partes podrá pedir al Presidente de la Corte Internacional de Justicia que nombre los árbitros necesarios. Si dentro de los treinta días siguientes a la designación o nombramiento de los tres árbitros no ha sido elegido el Presidente o el quinto árbitro, se seguirá el mismo procedimiento.

La mayoría de los miembros del tribunal arbitral formará quórum y todas las decisiones se adoptarán por mayoría simple. El procedimiento de arbitraje será determinado por el tribunal. Las decisiones del tribunal, incluidos todos los fallos relativos a su composición, procedimiento, jurisdicción y repartición de gastos de arbitraje entre las Partes, serán obligatorias para todas éstas. Los árbitros serán remunerados en las mismas condiciones que los magistrados *ad hoc* de la Corte Internacional de Justicia.

Sección 30. En espera de que se resuelva definitivamente cualquier controversia, las Partes darán efecto inmediatamente a las decisiones de la Junta concernientes a la ejecución del presente Acuerdo, si así lo disponen dichas decisiones, con excepción de las que se refieran únicamente a la Parte VI.

## PARTE VIII

### Enmienda, modificaciones, entrada en vigor y duración

Sección 31. Las Partes se consultarán, a petición de cualquiera de ellas acerca de la enmienda del presente Acuerdo. Si la Junta decide introducir alguna modificación en el documento de las salvaguardias o modificar el alcance del sistema de salvaguardias, el presente Acuerdo se enmendará, si los Gobiernos así lo piden, para ajustarlo a cualquiera o a la totalidad de esas modificaciones. Si la Junta decide introducir alguna modificación en el documento relativo a los inspectores, el presente Acuerdo se enmendará, si los Gobiernos así lo piden, para ajustarlo a cualquiera o a la totalidad de esas modificaciones.

Sección 32. El presente Acuerdo entrará en vigor tan pronto como haya sido firmado por el Director General del Organismo o en su nombre y representación, y por el representante autorizado de cada Gobierno.

Sección 33. El presente Acuerdo permanecerá en vigor durante el plazo de vigencia del Acuerdo de Cooperación y conforme éste sea prorrogado cuando proceda, a menos que cualquiera de las Partes lo denuncie antes notificándolo con seis meses de antelación a las demás Partes o por cualquier otro procedimiento que se convenga. Podrá prorrogarse por los otros períodos que las Partes convengan y cualquiera de ellas lo podrá denunciar notificándolo con seis meses de antelación a las demás Partes o por otro cualquier procedimiento que se convenga. No obstante, el presente Acuerdo permanecerá en vigor con respecto a los materiales nucleares mencionados en el inciso iii) del apartado a) y en el apartado d) de la Sección 10, hasta que el Organismo notifique a ambos Gobiernos que ha cesado de aplicar salvaguardias a tales materiales conforme a la Sección 19.

DONE in Vienna this 27<sup>th</sup> day of March 1968, in triplicate in English and Spanish, the texts in both languages being equally authentic.

HECHO en Viena a los 27 días del mes de marzo 1968, en tres ejemplares en los idiomas español e inglés, siendo igualmente auténtico el texto en cada uno de estos dos idiomas.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

For el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

*Sigvard Eklund* [¹]

For the GOVERNMENT OF THE REPUBLIC OF VENEZUELA:

For el GOBIERNO DE LA REPUBLICA DE VENEZUELA:

*Luis Olavarria* [²]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

For el GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

*Verne B. Lewis* [³]

[SEAL]

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<sup>¹</sup> Sigvard Eklund  
<sup>²</sup> Luis Olavarria  
<sup>³</sup> Verne B. Lewis

# FEDERAL REPUBLIC OF GERMANY

## Air Transport Services

*Agreement amending the agreement of July 7, 1955.*

*Effectuated by exchange of notes*

*Signed at Washington April 5, 1968;*

*Entered into force April 5, 1968.*

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*The Ambassador of Germany to the Secretary of State*

GERMAN EMBASSY

WASHINGTON, D.C.

*April 5, 1968*

MY DEAR MR. SECRETARY:

I have the honor to refer to the Air Transport Agreement between the United States of America and the Federal Republic of Germany, which was signed on July 7, 1955, and to the exchange of notes of the same date [¹] which established the Route Schedule pursuant to Paragraph (2), Article 2 of that Agreement.

The Government of the Federal Republic of Germany proposes that the text of German Route 3 of the Route Schedule and the footnote thereto be deleted and the following substituted therefor:

“3. From the Federal Republic of Germany via intermediate points to San Francisco or Los Angeles, provided that the right to serve San Francisco shall automatically terminate upon the initiation of service to Los Angeles.”

If the foregoing proposal is agreeable to the Government of the United States of America, I have the honor to propose that this note and your reply accepting the proposal be considered as an amendment of the Route Schedule in accordance with Paragraph (3), Article 12 of the Air Transport Agreement.

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

Respectfully yours,

H. KNAPPSTEIN

His Excellency

DEAN RUSK

*Secretary of State*

*Washington, D.C.*

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<sup>1</sup> TIAS 3536; 7 UST 527.

*The Acting Secretary of State to the Ambassador of Germany*

DEPARTMENT OF STATE  
WASHINGTON  
*April 5, 1968*

**EXCELLENCY:**

I have the honor to acknowledge receipt of your note of April 5, 1968, which reads as follows:

"I have the honor to refer to the Air Transport Agreement between the United States of America and the Federal Republic of Germany, which was signed on July 7, 1955, and to the exchange of notes of the same date which established the Route Schedule pursuant to Paragraph (2), Article 2 of that Agreement.

"The Government of the Federal Republic of Germany proposes that the text of German Route 3 of the Route Schedule and the footnote thereto be deleted and the following substituted therefor:

'3. From the Federal Republic of Germany via intermediate points to San Francisco or Los Angeles, provided that the right to serve San Francisco shall automatically terminate upon the initiation of service to Los Angeles.'

"If the foregoing proposal is agreeable to the Government of the United States of America, I have the honor to propose that this note and your reply accepting the proposal be considered as an amendment of the Route Schedule in accordance with Paragraph (3); Article 12 of the Air Transport Agreement.

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

I have the honor to inform you that my Government is agreeable to the proposed amendment and, in accordance with your proposal, your note and this reply constitute an amendment of the Route Schedule of the Air Transport Agreement between our two Governments.

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

For the Acting Secretary of State:

F. E. Lox

His Excellency

HEINRICH KNAPPSTEIN,  
*Ambassador of Germany.*

## MULTILATERAL

### **Atomic Energy: Application of Safeguards by the IAEA to the United States—Republic of Korea Cooperation Agreement**

*Agreement signed at Vienna January 5, 1968;  
Entered into force January 5, 1968.*

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AGREEMENT BETWEEN THE  
INTERNATIONAL ATOMIC ENERGY AGENCY,  
THE GOVERNMENT OF THE REPUBLIC OF KOREA AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the Republic of Korea and the Government of the United States of America have been co-operating on the civil uses of atomic energy under their Agreement for Co-operation of 3 February 1956, as amended by agreements signed on 14 March 1958 and 30 July 1963,[<sup>1</sup>] which requires that equipment, devices and materials made available to Korea by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is pursuant to its Statute [<sup>2</sup>]and the action of its Board of Governors, now in a position to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 22 September 1967;

NOW, THEREFORE, the Agency and the two Governments agree as follows:

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<sup>1</sup> TIAS 3490, 4030, 5957; 7 UST 161; 9 UST 535; 17 UST 56.

<sup>2</sup> TIAS 3873; 8 UST 1093.

**PART I****Definitions**

**Section 1.** For the purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency.
- (b) "Board" means the Board of Governors of the Agency.
- (c) "Agreement for Cooperation" means the agreement between Korea and the United States for co-operation on the civil uses of atomic energy signed on 3 February 1956, as amended by agreements signed on 14 March 1958 and 30 July 1965.
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961.
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10.
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute.
- (g) "Safeguards Document" means Agency document INFCIRC/66, which was approved by the Board on 28 September 1965, including the Annex setting forth provisions for reprocessing plants set forth in Agency document GC(X)/INF/86, which was approved by the Board on 17 June 1966.
- (h) "United States" means the Government of the United States of America.
- (i) "Korea" means the Government of the Republic of Korea.

**PART II****Undertakings by the Governments and the Agency**

Section 2. Korea undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for Korea.

Section 3. The United States undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the United States.

Section 4. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose.

Section 5. Korea and the United States undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

Section 6. The United States agrees that its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the Inventory for Korea. It is understood that no other rights and obligations of Korea and the United States between themselves under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII, will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 23 (a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

Section 8. Korea and the United States shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

**PART III****Inventories and Notifications****Section 9.**

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of Korea and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for Korea and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.
- (b) Thereafter Korea and the United States shall jointly notify the Agency of:
  - (i) Any transfer from the United States to Korea under their Agreement for Co-operation of materials, equipment or facilities;

- (ii) Any transfer from Korea to the United States of any special fissionable material which has been included in the Inventory for Korea pursuant to Section 12; and
  - (iii) Any other materials, equipment and facilities which as a consequence of the transfers referred to in (i) and (ii) above come within the scope of the Category described in Section 10(b) or (e).
- (c) The Agency shall, within 30 days of its receipt of a joint notification, advise both Governments either:
- (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
  - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under what conditions it would be able to apply safeguards thereto if the Governments so desire.

Section 10. The Agency shall establish and maintain the Inventory with respect to each Government which shall be divided into three Categories.

- (a) Category I of the Inventory with respect to Korea shall list:
  - (i) Equipment and facilities transferred to Korea.
  - (ii) Material transferred to Korea or material substituted therefor in accordance with paragraph 25 or 26 (d) of the Safeguards Document;
  - (iii) Special fissionable materials produced in Korea, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
  - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (b) Category II of the Inventory with respect to Korea shall list:
  - (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for Korea; and
  - (ii) Any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for Korea.
- (c) Category III of the Inventory with respect to Korea shall list any nuclear material which would normally be listed in Category I of the Inventory for Korea but which is not listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) Category I of the Inventory with respect to the United States shall list:
  - (i) Special fissionable material of whose transfer from Korea the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document; or

- (ii) Special fissionable material produced in the United States, as specified in Section 12, or any material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the United States shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the United States.
- (f) Category III of the Inventory with respect to the United States shall list any material which would normally be listed in Category I of the Inventory for the United States but which is not so listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Section 9(b)(i) shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Korea, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities described in Section 10(a), 10(b)(i) or 10(d). Upon receipt by the Agency of the notification, such produced material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the Inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. Korea shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material so processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall notify the Agency of the transfer to the United States of any materials, equipment or facilities listed in the Inventory for Korea. Upon receipt thereof by the United States:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for Korea to Category I of the Inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that:

- (a) Arrangements have been made by the Agency to safeguard such materials, equipment or facilities; or
- (b) The materials, equipment or facilities will be subject to safeguards other than those of the Agency but generally consistent with such safeguards and accepted by the Agency.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, any notification that will be required pursuant to Section 9(b)(iii) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 14, 15 and 16 shall be sent to the Agency at least two weeks before the material, equipment or facility is to be transferred. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15 above. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be determined as provided in paragraph 26 of the Safeguards Document.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

#### PART IV

##### Safeguards Procedures

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII.C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this section.

**PART V****Agency Inspectors**

Section 24. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the United States and in Korea shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 25. Korea shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency<sup>[1]</sup> to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 26. The provisions of the International Organizations Immunities Act<sup>[2]</sup> of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

**PART VI****Finance**

Section 27. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

**Section 28.**

- (a) Korea shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Korea.
- (b) In carrying out its functions under this Agreement within the United States, the Agency and its personnel shall be covered to the same extent as United States nationals by any protection against third-party liability provided under the Price-Anderson Act,<sup>[3]</sup> including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States.

**PART VII****Settlement of Disputes**

Section 29. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

<sup>1</sup> 374 UNTS 147.

<sup>2</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

<sup>3</sup> 71 Stat. 576; 42 U.S.C. § 2210.

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

Section 30. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

## PART VIII

### Amendment, Modifications, Entry into Force and Duration

Section 31. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

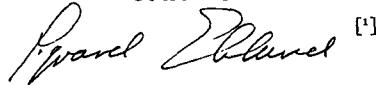
Section 32. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

Section 33. This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear

material referred to in Section 10(a)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 19.

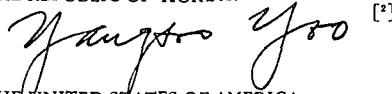
DONE in Vienna, this 5<sup>th</sup> day of January 1962, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:



[<sup>1</sup>]

For the GOVERNMENT OF THE REPUBLIC OF KOREA:



[<sup>2</sup>]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:



[<sup>3</sup>]

[SEAL]

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<sup>1</sup> Sigvard Eklund

<sup>2</sup> Yangsoo Yoo

<sup>3</sup> Verne B Lewis

# JAPAN

## Trade in Cotton Textiles

*Understandings relating to the arrangement of August 27, 1963,  
as modified and extended.*

*Effectuated by exchange of notes*

*Signed at Washington January 12, 1968;*

*Entered into force January 12, 1968;*

*Effective January 1, 1967.*

*The Ambassador of Japan to the Secretary of State*

EMBASSY OF JAPAN

WASHINGTON

January 12, 1968

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments regarding trade in cotton textiles between Japan and the United States and to:

- A. The arrangement between our two Governments concerning this trade effected by the Exchange of Notes on August 27, 1963, as modified and extended by the Exchanges of Notes on May 19, 1965 and January 14, 1966 [¹] (hereinafter referred to as "the 1963 Arrangement"), and
- B. The arrangement between our two Governments concerning trade effected by an Exchange of Notes today (hereinafter referred to as "the 1968 Arrangement"). [²]

In view of the circumstances referred to in the 1968 Arrangement, I have the honor to confirm, on behalf of the Government of Japan, the understandings reached between our two Governments that:

1. The aggregate and group limits for calendar year 1967 shall be deemed to have been as follows:

	Equivalent square yards
Aggregate	355, 311, 146
Group I - Cotton cloth	155, 101, 040
Group II - Made-up goods, usually included in U.S. cotton broad woven goods produc- tion	50, 670, 459
Group III - Apparel	137, 180, 998
Group IV - Miscellaneous cotton textiles	12, 358, 649

<sup>¹</sup> TIAS 5408, 5804, 5967; 14 UST 1078; 16 UST 747; 17 UST 124.

<sup>²</sup> TIAS 6437; *post*, p. 4419.

2. The first four numbered paragraphs of Annex A of the 1963 Arrangement shall be deemed to have been as set forth in the Annex hereto.

I have further the honor to request your Excellency to confirm the foregoing understandings on behalf of the Government of the United States of America.

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

T. SHIMODA

Enclosure:  
Annex

His Excellency  
DEAN RUSK,  
*Secretary of State*  
*of the United States of America.*

A N N E X

1. (a) The following specific limits shall apply within the total annual limit of 155,101,040 square yards for Group I "Cotton cloth" during 1967:

	<u>Square Yards</u>
(1) Ginghams (Categories 5 and 6)	57,096,956
(2) Velveteens (Category 7)	3,398,628
(3) Typewriter ribbon cloth (Category 17)	1,219,799
(4) All Other Fabrics (Categories 8 through 16, 18 through 27 and part of Category 32, i.e. dedicated handkerchief cloth)	93,385,657

(b) In the event that (1) exports from Japan of "Ginghams, combed" should substantially exceed 75 percent of the limit for "Ginghams" or exports from Japan of "All Other Fabrics" made from combed warp and filling should substantially exceed 42,822,717 square yards for 1967 and (2) as a result of this excess, such exports should cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request, in the manner set forth in paragraph 5 of the Arrangement, consultations with the Government of Japan to determine an appropriate course of action. During the course of such consultations, the Government of Japan will maintain exports in the products in question at the same levels as those mentioned in subparagraph 5(b) of the Arrangement.

(c) Within "All Other Fabrics", the following specific ceilings shall not be exceeded:

	<u>Square Yards</u>
(1) Duck (Part of Categories 26 and 27)	2, 162, 763
(2) Yarn-dyed dedicated handkerchief cloth, n.e.s. (Part of Category 32)	2, 780, 696

(d) Any short fall below the limits specified in (1), (2), and (3) of subparagraph 1(a) may be transferred to (4) — "All Other Fabrics".

2. (a) The following specific limits shall apply within the total annual limit of 50,670,459 square yards for Group II — "Made-up goods, usually included in U.S. cotton broad woven goods production" during 1967:

	<u>No.</u>
(1) Pillowcases, plain (Categories 28 & 29)	6, 673, 670 pcs.
(2) Handkerchiefs, except for dedicated handkerchief cloth (Part of Category 32)	1, 557, 190 doz.
(3) Sheets (Categories 34 & 35)	3, 633, 443 pcs.
(4) All Other Made-Up Goods (Categories 30, 31, 33, 36 & part of Category 64 as specified in paragraph 6 of Annex A, as amended)	18, 323, 919 syd. eq.

(b) Any shortfall below the limits specified in (1), (2), and (3) of subparagraph 2(a) may be transferred to (4) — "All Other Made-Up Goods."

3. (a) The following specific limits shall apply within the total annual limit of 137,180,998 square yards for Group III — "Apparel" during 1967:

	<u>No.</u>
(1) T-Shirts, knit (Categories 41 & 42)	661, 188 doz.
(2) Knit shirts, other than T and Sweatshirts (Category 43)	999, 816 doz.
(3) Men's and boys' shirts, dress, not knits or crocheted (Category 45)	472, 101 doz.
(4) Men's and boys' shirts, sport, whether or not in sets, not knit or crocheted (Category 46)	886, 733 doz.
(5) Raincoats, $\frac{3}{4}$ length and over (Category 48)	74, 152 doz.
(6) All other coats (Category 49)	148, 304 doz.
(7) Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted (Categories 50 and 51)	1, 853, 798 doz.
(8) Blouses, whether or not in sets, not knit or crocheted (Category 52)	2, 193, 661 doz.

	<u>No.</u>
(9) Dresses, not knit or crocheted (Category 53)	55, 614 doz.
(10) Playsuits, sunsuits, washsuits, rompers, creepers, etc., not knit or crocheted (Category 54)	222, 456 doz.
(11) Nightwear and pajamas (Category 60)	148, 304 doz.
(12) All Other Apparel (Categories 39, 40, 44, 47, 55 through 59, 61, 62, and part of Category 63 as specified in paragraph 6 of Annex A, as amended)	3, 824, 427 syd. eq.

(b) Any shortfall below the limits specified in (1) through (11) of subparagraph 3(a) may be transferred to (12) — "All Other Apparel".

(c) Within the specific limit of 1,853,798 dozen for "Trousers, slacks and shorts, outer, whether or not in sets, not knit", the following specific ceilings shall not be exceeded during 1967:

	<u>No.</u>
(1) Men's and boys' (Category 50)	617, 933 doz.
(2) Women's, misses' and children's (Category 51)	1, 436, 693 doz.

(d) The aggregate volume of exports of the following apparel items manufactured of corduroy, where the chief weight of the item is corduroy, shall be limited to 26,385,714 square yards equivalent for 1967 based upon the conversion factors for the items in question which appear in Annex B of the 1963 Arrangement:

<u>Category No.</u>	<u>Description</u>
46	Sportshirts
49	All other coats
50-51	Trousers
54	Playsuits

4. (a) The following specific limits shall apply within the total annual limit of 12,358,649 square yards for Group IV — "Miscellaneous cotton textiles" during 1967:

	<u>No.</u>
(1) Zipper tapes, n.e.s. (Schedule A No. 3230273)	1, 001, 051 lbs.
(2) Other (Categories 1 through 4, 37, 38 & parts of Categories 63 & 64 as speci- fied in paragraph 6 of Annex A, as amended)	7, 753, 814 syds. eq.

(b) Any shortfall below the limit specified in (1) in subparagraph 4(a) may be transferred to (2) — "Other".

*The Secretary of State to the Ambassador of Japan*

DEPARTMENT OF STATE  
WASHINGTON  
January 12, 1968

EXCELLENCY:

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

"I have the honor to refer to recent discussions between representatives of our two Governments regarding trade in cotton textiles between Japan and the United States and to:

- A. The arrangement between our two Governments concerning this trade effected by the Exchange of Notes on August 27, 1963, as modified and extended by the Exchanges of Notes on May 19, 1965 and January 14, 1966 (hereinafter referred to as 'the 1963 Arrangement'), and
- B. The arrangement between our two Governments concerning trade effected by an Exchange of Notes today (hereinafter referred to as 'the 1968 Arrangement').

"In view of the circumstances referred to in the 1968 Arrangement, I have the honor to confirm, on behalf of the Government of Japan, the understandings reached between our two Governments that:

1. The aggregate and group limits for calendar year 1967 shall be deemed to have been as follows:

	<u>Equivalent square yards</u>
Aggregate	355, 311, 146
Group I – Cotton cloth	155, 101, 040
Group II – Made-up goods, usually included in U.S. cotton broad woven goods production	50, 670, 459
Group III – Apparel	137, 180, 998
Group IV – Miscellaneous cotton textiles	12, 358, 649

2. The first four numbered paragraphs of Annex A of the 1963 Arrangement shall be deemed to have been as set forth in the Annex hereto.

"I have further the honor to request your Excellency to confirm the foregoing understandings on behalf of the Government of the United States of America.

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

I have further the honor to confirm the understandings on behalf of the Government of the United States of America.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Enclosure:  
Annex [1]

His Excellency  
TAKESO SHIMODA  
*Ambassador of Japan*

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<sup>1</sup> Not printed; identical annex, *ante*, p. 4414.

# JAPAN

## Trade in Cotton Textiles

*Arrangement effected by exchange of notes  
Signed at Washington January 12, 1968;  
Entered into force January 12, 1968;  
Effective January 1, 1968.  
With related letters.*

---

*The Ambassador of Japan to the Secretary of State*

EMBASSY OF JAPAN  
WASHINGTON

January 12, 1968

Excellency:

I have the honor to refer to the decision, made on April 3, 1967, of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol<sup>[1]</sup> to extend through September 30, 1970 the Long-Term Arrangement Regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962<sup>[2]</sup> (hereinafter referred to as "the Long-Term Arrangement"). I have further the honor to refer to the discussions between representatives of the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States and to the Arrangement between the Government of Japan and the Government of the United States of America Concerning Trade in Cotton Textiles between Japan and the United States, effected by the Exchange of Notes on August 27, 1963, as modified and extended by the Exchanges of Notes on May 19, 1965 and on January 14, 1966<sup>[3]</sup> (hereinafter referred to as "the 1963

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<sup>1</sup> TIAS 6289; 18 UST 1337.

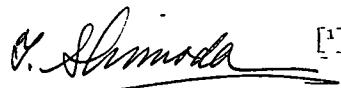
<sup>2</sup> TIAS 5240; 13 UST 2672.

<sup>3</sup> TIAS 5408, 5804, 5967; 14 UST 1078; 16 UST 747; 17 UST 124.

"Arrangement"), and to confirm, on behalf of the Government of Japan, the understandings reached between the two Governments that, pursuant to the provisions of Article 4 of the Long-Term Arrangement as extended by the said Protocol, and with a view to providing for orderly development of trade in cotton textiles between Japan and the United States, the bilateral arrangement attached hereto will be applied by the two Governments for the period of three years beginning January 1, 1968, taking the place of the 1963 Arrangement. This bilateral arrangement is based on our understanding that the above-mentioned protocol entered into force for our two Governments on October 1, 1967.

I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the United States of America.

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

 [<sup>1</sup>]

Enclosure:

Arrangement

His Excellency  
Dean Rusk,  
Secretary of State  
of the United States of America.

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<sup>1</sup> T. Shimoda

Arrangement between the Government of Japan and  
the Government of the United States of America  
concerning Trade in Cotton Textiles between  
Japan and the United States

Pursuant to the provisions of Article 4 of the Long-Term Arrangement, permitting "mutually acceptable arrangements on other terms not inconsistent with the basic objectives of this Arrangement," the following Arrangement will be applied by the two Governments for the period of three years beginning January 1, 1968.

1. The purpose of this Arrangement is to provide for orderly development of trade in cotton textiles between Japan and the United States. To achieve this purpose:

- (a) The Government of the United States of America shall cooperate with the Government of Japan in promoting orderly development of trade in cotton textiles between Japan and the United States, and
- (b) The Government of Japan will maintain, for the period of three years beginning January 1, 1968, annual aggregate limits for exports of cotton textiles to the United States, and annual limits for major groups and annual limits or ceilings for certain products within those groups, subject to the provisions of the Arrangement.

2. The annual aggregate limit for 1968 shall be 373,077 thousand equivalent square yards. This limit shall be subdivided into four major groups as follows:

		<u>Thousand Equivalent Square Yards</u>
(a)	Group I - Cotton cloth	162,856
	II - Made-up goods, usually included in U.S. cotton broad woven goods production	53,204
	III - Apparel	144,040
	IV - Miscellaneous cotton textiles	12,977

(b) Within these major groups, annual limits or ceilings for specific products are set forth in Annex A. Within the annual aggregate limit, the limits for Groups I, II, and IV may be exceeded by not more than 10 percent, and the limit for Group III may be exceeded by not more than 5 percent.

(c) Each group set forth above shall be deemed to contain the following Categories which are defined in Annex B:

Group I, Categories 5 through 27, and part of Category 32 (i.e. dedicated handkerchief cloth)

Group II, Categories 28 through 31, 33 through 36, and parts of Categories 32 (except for dedicated handkerchief cloth) and 64 (as specified in paragraph 6 of Annex A.)

Group III, Categories 39 through 62, and part of Category 63 (as specified in paragraph 6 of Annex A.)

Group IV, Categories 1 through 4, 37, 38, and parts of Categories 63 and 64 (as specified in paragraph 6 of Annex A.)

3. The annual aggregate limit for 1969 and for each subsequent year shall be increased by 5 percent over the aggregate limit for the preceding year. These annual increases shall be applied to each limit for the groups and to each limit or ceiling within the groups.

4. (a) After the first agreement year, for any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Japan to the United States were below the aggregate limit and any group and specific limit and ceiling applicable to the category concerned) the Government of Japan may permit exports to exceed the aggregate, group and specific limits and ceilings by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit or ceiling and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits other than the specific limit for "all other"

categories or "other" categories, and in the case of shortfalls in the categories subject to specific ceilings, the carryover shall not exceed 5 percent of the specific limit or ceiling in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) in the case of shortfalls not attributable to categories covered in subparagraph (ii) of this subparagraph, the carryover shall be used in the same group in which the shortfall occurred, may be used to exceed the specific limit in which the shortfall occurred but shall not be used to exceed any other applicable specific limit, except in accordance with the provisions of paragraph 5 of Annex A, and shall be subject to the provisions of paragraph 6 of this Arrangement and subparagraph 1 (b) of Annex A.

(b) The limits and ceilings referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or subparagraph 2 (b) above, or subparagraphs 1 (d), 2 (b), 3 (b), or 4 (b) or paragraph 5 of Annex A except that for the purpose of this paragraph only the level of each group limit shall be deemed to be the maximum amount that Japan could have exported in that group pursuant to subparagraph 2 (b) above.

(c) The carryover shall be in addition to the exports permitted under subparagraph 2 (b) above, and subparagraphs 1 (d), 2 (b), 3 (b), or 4 (b), and paragraph 5 of Annex A.

5. In the implementation of this Arrangement, the system of categories and the rates of conversion into square yards equivalent listed in Annex B shall apply.

6. (a) The two Governments undertake to consult whenever there is any question arising from the implementation of this Arrangement.

(b) If instances of excessive concentration of Japanese exports in any products within the scope of this Arrangement, except

those included in categories for which limits or ceilings are specified in Annex A, or if instances of excessive concentration of Japanese exports of end products made from a particular type of fabric should cause or threaten to cause disruption of the United States market, the Government of the United States of America may request in writing consultations with the Government of Japan to determine an appropriate course of action. Such a request shall be accompanied by a detailed, factual statement of the reasons and justification for the request, including relevant data on imports from third countries. During the course of such consultations, the Government of Japan will maintain exports in the products in question on a quarterly basis at annual levels not in excess of 105 percent of the exports of such products during the twelve most recent months for which relevant export data are available to both Governments.

(c) The provisions in subparagraph (b) above should only be resorted to sparingly. In the event that the Government of Japan considers that the substance of Annex A would be seriously affected due to the consultations in subparagraph (b), the Government of Japan may request that the consultations include a discussion of possible modifications of Annex A.

7. In recognition of the desire of the Government of the United States of America that excessive concentration in a short period of the year of the exports of particular products from Japan to the United States should be avoided, the Government of Japan will distribute exports from Japan to the United States of particular products equally by quarters as far as practicable and as necessary to meet seasonal demands.

8. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Arrangement including differences in points of procedure or operation.

9. The two Governments recognize that the successful implementation of this Arrangement depends in large part upon mutual cooperation on statistical questions. Accordingly, each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Government of the United States of America shall supply the Government of Japan with data on monthly imports of cotton textiles from Japan as well as from third countries, and the Government of Japan shall supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States.

10. As regards products in any category under specific limits or ceilings specified in this Arrangement, the Government of the United States of America shall keep under review the effect of this Arrangement with a view to orderly development of trade in cotton textiles between Japan and the United States, and shall furnish the Government of Japan once a year with available statistics and other relevant data on imports, production and consumption of such products such as would clarify the impact of imports on the industry concerned.

11. If the Government of Japan considers that as a result of limits and ceilings specified in this Arrangement Japan is being placed in an inequitable position vis-a-vis a third country, the Government of Japan may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this Arrangement.

12. The two Governments understand that the terms and conditions of the Long-Term Arrangement shall be applicable to trade in cotton textiles between Japan and the United States except as provided in this Arrangement. The Government of the United States of America agrees that insofar as the exports from Japan of the

products falling within the scope of Annex A of this Arrangement are conducted within the framework thereof the Government of the United States of America shall not invoke Article 3 of the Long-Term Arrangement with respect to such products.

13. (a) This Arrangement shall continue in force through December 31, 1970, provided that either Government may terminate this Arrangement prior thereto effective at the beginning of a calendar year by giving sixty-days' written notice to the other Government.

(b) Each Government may at any time propose modification of this Arrangement. The other Government shall give sympathetic consideration to such proposal.

ANNEX A

1. (a) The following specific limits shall apply within the total annual limit of 162,856 thousand square yards for Group I "Cotton cloth" during 1968:

	<u>Thousand Square Yards</u>
(1) Ginghams (Categories 5 & 6)	59,952
(2) Velveteens (Category 7)	3,569
(3) Typewriter ribbon cloth (Category 17)	1,281
(4) All other Fabrics (Categories 8 through 16, 18 through 27 & part of Category 32, i.e. dedicated handkerchief cloth)	98,054

(b) In the event that (1) exports from Japan of "Ginghams, combed" should substantially exceed 75 percent of the limit for "Ginghams" or exports from Japan of "All Other Fabrics" made from combed warp and filling should substantially exceed 44,964 thousand square yards for 1968 and the volume calculated by adjusting the above figure in accordance with the provisions of paragraph 3 of the Arrangement for each subsequent year, and (2) as a result of this excess, such exports should cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request, in the manner set forth in paragraph 6 of the Arrangement, consultations with the Government of Japan to determine an appropriate course of action. During the course of such consultations, the Government of Japan will maintain exports in the products in question at the same levels as those mentioned in subparagraph 6(b) of the Arrangement.

(c) Within "All Other Fabrics", the following specific ceilings shall not be exceeded:

	<u>Thousand Square Yards</u>
(1) Duck (Part of Categories 26 & 27)	2,271
(2) Yarn-dyed dedicated handkerchief cloth, n.e.s. (Part of Category 32)	2,920

(d) Any shortfall below the limits specified in (1), (2) and (3) of subparagraph 1(a) may be transferred to (4) -- "All Other Fabrics".

2. (a) The following specific limits shall apply within the total annual limit of 53,204 thousand square yards for Group II - "Made-up goods, usually included in U.S. cotton broad woven goods production" during 1968:

	<u>Unit</u>	<u>No.</u>
(1) Pillowcases, plain (Categories 28 & 29)	1,000 nos.	7,007
(2) Handkerchief, except for dedicated handkerchief cloth (Part of Category 32)	1,000 doz.	1,635
(3) Sheets (Categories 34 & 35)	1,000 nos..	3,815
(4) All Other Made-up Goods (Categories 30,31, 33, 36 & part of Category 64 as specified in paragraph 6 below)	1,000 syd. equiv.	19,241

(b) Any shortfall below the limits specified in (1), (2), and (3) of subparagraph 2(a) may be transferred to (4) -- "All Other Made-Up Goods".

3. (a) The following specific limits shall apply within the total annual limit of 144,040 thousand square yards for Group III -- "Apparel" during 1968:

	<u>Unit</u>	<u>No.</u>
(1) T-Shirts, knit (Categories 41 & 42)	1,000 doz.	694
(2) Knitshirts, other than T and sweatshirts (Category 43)	1,000 doz.	1,050
(3) Men's and boys' shirts, dress, not knit or crocheted (Category 45)	1,000 doz.	496
(4) Men's and boys' shirts, sport, whether or not in sets, not knit or crocheted (Category 46)	1,000 doz.	931
(5) Raincoats 3/4 length and over (Category 48)	1,000 doz.	78
(6) All other coats (Category 49)	1,000 doz.	156

	<u>Unit</u>	<u>No.</u>
(7) Trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted (Categories 50 & 51)	1,000 doz.	1,946
(8) Blouses, whether or not in sets, not knit or crocheted (Category 52)	1,000 doz.	2,303
(9) Dresses, not knit or crocheted (Category 53)	1,000 doz.	58
(10) Playsuits, sunsuits, washsuits, rompers, creepers, etc., not knit or crocheted (Category 54)	1,000 doz.	234
(11) Nightwear and pajamas (Category 60)	1,000 doz.	156
(12) All Other Apparel (Categories 39, 40, 44, 47, 55 through 59, 61, 62 and part of Category 63 as speci- fied in paragraph 6 below)	1,000 syd. equiv. 4,001	

(b) Any shortfall below the limits specified in (1) through (11) of subparagraph 3(a) may be transferred to (12) -- "All Other Apparel".

(c) Within the specific limit of 1,946 thousand dozen for "Trousers, slacks and shorts, outer, whether or not in sets, not knit", the following specific ceilings shall not be exceeded during 1968:

	<u>Unit</u>	<u>No.</u>
(1) Men's and boys' (Category 50)	1,000 doz.	649
(2) Women's, misses' and children's (Category 51)	1,000 doz.	1,509

(d) The aggregate volume of exports of the following apparel items manufactured of corduroy, where the chief weight of the item is corduroy, shall be limited to 27,705 thousand square yards equivalent for 1968 and the volume calculated by adjusting the above figure in accordance with the provisions of paragraph 3 of the Arrangement for each subsequent year, based upon the conversion factors for the items in question which appear in Annex B:

<u>Category No.</u>	<u>Description</u>
46	Sportshirts
49	All other coats
50 - 51	Trousers
54	Playsuits

4. (a) The following specific limits shall apply within the total annual limit of 12,977 thousand square yards for Group IV - "Miscellaneous cotton textiles" during 1968:

	<u>Unit</u>	<u>No.</u>
(1) Zipper tapes, n.e.s. (Schedule A, No. 3230273)	1,000 lbs.	1,051
(2) Other (Categories 1 through 4, 37, 38 parts of Categories 63 and 64 as specified in para- graph 6 below)	1,000 syd.	equiv. 8,142

(b) Any shortfall below the limit specified in (1) subparagraph 4(a) may be transferred to (2) -- "Other".

5. Within the annual aggregate limit and the limitation for each group provided for in paragraph 2 of the Arrangement, the limits and ceilings set for specific products may be exceeded by not more than 5 percent.

6. With regard to Categories 63 and 64 referred to in subparagraph 2(c) of the Arrangement and in subparagraphs 2, 3 and 4 of this Annex, the following items or products so identified by Schedule A numbers shall be included:

## CATEGORY 63 (To be included in Group III except as noted otherwise)

3113	000 <sup>1/</sup>	3114	165
3113	362	3114	175
3113	365	3114	180
3113	950 <sup>1/</sup>	3114	225
3113	962 <sup>1/</sup>	3114	235
3113	965	3114	240
3113	969	3114	245
3113	970	3114	255
3113	971	3114	715 <sup>1/</sup>
3113	972	3114	720 <sup>1/</sup>
3113	973	3114	895
3113	974	3114	900
3113	975	3114	905
3113	995	3114	925
3114	001	3114	950
3114	155	3114	955

## Part of:

3113	9973 <sup>1/</sup>
3113	9983 <sup>1/</sup>
3114	2603 <sup>1/</sup>
3114	9603 <sup>1/</sup>
3114	9653 <sup>1/</sup>

i. e.,	Pullovers	Diaper sets
	Aprons	Scarves
	Altar cassocks	Dress shields <sup>1/</sup>
	Beach wear sets	Sash belts <sup>1/</sup>
	Swim wear	Apparel with bib
	Baseball uniforms	Bibs <sup>1/</sup>
	Sleeping bags (for infants)	Belts for apparel <sup>1/</sup>
	Halters	Shoulder straps for brassieres <sup>1/</sup>
	Men's and boys' (coveralls and overalls)	

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For footnotes 1 and 3, see p. 4432.

CATEGORY 64 (To be included in Group IV except as noted otherwise)

3030	000	3118	200 <sup>2/</sup>	3168	001	3224	050
3030	100	3124	200 <sup>2/</sup>	3168	002	3224	100
3081	510	3134	200 <sup>2/</sup>	3168	003	3224	150
3081	530	3144	200 <sup>2/</sup>	3168	004	3224	200
3081	600	3154	200 <sup>2/</sup>	3168	005	3224	300
3081	710 <sup>2/</sup>	3158	002 <sup>2/</sup>	3168	006	3224	500
3081	730 <sup>2/</sup>	3158	120 <sup>2/</sup>	3168	007	3230	240
3081	812 <sup>2/</sup>			3168	008	3230	273
3081	815 <sup>2/</sup>	3159	020 <sup>2/</sup>	3168	009	3230	350
3081	818	3159	120 <sup>2/</sup>	3168	010	3230	401
3081	852 <sup>2/</sup>	3163	001	3200	012 <sup>2/</sup>	3230	410
3081	855 <sup>2/</sup>	3163	002	3200	015 <sup>2/</sup>	3230	431
3081	858	3163	003	3200	400 <sup>2/</sup>	3230	500 <sup>2/</sup>
3081	912 <sup>2/</sup>	3163	004	3220	130 <sup>2/</sup>	3230	682 <sup>2/</sup>
3081	915 <sup>2/</sup>	3163	005	3220	202 <sup>2/</sup>	3230	685 <sup>2/</sup>
3081	918 <sup>2/</sup>	3163	006	3220	205 <sup>2/</sup>	3230	688 <sup>2/</sup>
3083	500 <sup>2/</sup>	3163	580 <sup>2/</sup>	3220	207 <sup>2/</sup>	3903	300
3083	700 <sup>2/</sup>	3163	600 <sup>2/</sup>	3220	212 <sup>2/</sup>	3969	010
3083	900 <sup>2/</sup>	3163	690 <sup>2/</sup>	3220	862	3230	232
3084	112 <sup>2/</sup>	3166	000	3220	865	3230	235
3084	400 <sup>2/</sup>	3166	200	3220	868	3230	278
3086	600 <sup>2/</sup>	3166	300	3224	000	9439	950(excluding in sets)
3086	730	3166	692				
		3166	695				

Footnotes:

- 1/ These items or products shall be included in Group IV.
- 2/ These items shall be included in Group II.
- 3/ The two Governments shall consult as to whether or not any product other than the seventeen products enumerated below the footnoted items may be classified as an addition to these items. Such consultations shall not cover shoe uppers, Japan items, belts (other than cash belts and belts for apparel), suspenders and braces.

ANNEX B

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Cotton yarn, singles, carded, not ornamented, etc.	lb.	4.6
2	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4.6
3	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4.6
4	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4.6
5	Ginghams, carded yarn	syd.	1.0
6	Ginghams, combed yarn	syd.	1.0
7	Velveteens	syd.	1.0
8	Corduroy	syd.	1.0
9	Sheeting, carded yarn	syd.	1.0
10	Sheeting, combed yarn	syd.	1.0
11	Lawns, carded yarn	syd.	1.0
12	Lawns, combed yarn	syd.	1.0
13	Voiles, carded yarn	syd.	1.0
14	Voiles, combed yarn	syd.	1.0
15	Poplin and broadcloth, carded yarn	syd.	1.0
16	Poplin and broadcloth, combed yarn	syd.	1.0
17	Typewriter ribbon cloth	syd.	1.0
18	Print cloth, shirting type, 80 x 80 type, carded yarn	syd.	1.0
19	Print cloth, shirting type, other than 80 x 80 type, carded yarn	syd.	1.0
20	Shirting, carded yarn	syd.	1.0
21	Shirting, combed yarn	syd.	1.0
22	Twill and sateen, carded yarn	syd.	1.0
23	Twill and sateen, combed yarn	syd.	1.0
24	Yarn-dyed fabrics, n.e.s., carded yarn	syd.	1.0
25	Yarn-dyed fabrics, n.e.s., combed yarn	syd.	1.0
26	Fabrics, n.e.s., carded yarn	syd.	1.0
27	Fabrics, n.e.s., combed yarn	syd.	1.0
28	Pillowcases, plain, carded yarn	no.	1.084
29	Pillowcases, plain, combed yarn	no.	1.084
30	Dish towels	no.	.348
31	Towels, other than dish towels	no.	.348
32	Handkerchiefs	doz.	1.66
33	Table damasks and manufactures	lb.	3.17
34	Sheets, carded yarn	no.	6.2
35	Sheets, combed yarn	no.	6.2
36	Bedspreads, including quilts	no.	6.9
37	Braided and woven elastic	lb.	4.6
38	Fishing nets	lb.	4.6
39	Gloves and mittens	doz.	3.527
40	Hose and half hose	doz. pr.	4.6
41	Men's and boys' all white T-shirts, knit or crocheted	doz.	7.234
42	Other T-shirts	doz.	7.234
43	Knitshirts, other than T-shirts and Sweatshirts (including infants)	doz.	7.234
44	Sweaters and cardigans	doz.	36.8
45	Men's and boys' shirts, dress, not knit or crocheted	doz.	22.186

ANNEX B - Continued

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
46	Men's and boys' shirts, sport, not knit or crocheted	doz.	24.457
47	Men's and boys' shirts, work, not knit or crocheted	doz.	22.186
48	Raincoats, 3/4 length or over	doz.	50.0
49	All other coats	doz.	32.5
50	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
51	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
52	Blouses, whether or not in sets	doz.	14.53
53	Women's, misses', children's, and infants' dresses (including nurses' and other uniform dresses), not knit or crocheted	doz.	45.3
54	Playuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	doz.	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	doz.	51.0
56	Men's and boys' undershirts (not T-shirts)	doz.	9.2
57	Men's and boys' briefs and undershorts	doz.	11.25
58	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	doz.	5.0
59	All other underwear, not knit or crocheted	doz.	16.0
60	Nightwear and pajamas	doz.	51.96
61	Brassieres and other body supporting garments	doz.	4.75
62	Other knitted or crocheted clothing	lb.	4.6
63	Other clothing, not knit or crocheted	lb.	4.6
64 1/	All other cotton textile items	lb.	4.6

1/ Floor coverings shall be measured by actual square yardages.

*The Secretary of State to the Ambassador of Japan*

DEPARTMENT OF STATE  
WASHINGTON  
January 12, 1968

EXCELLENCY:

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

"I have the honor to refer to the decision, made on April 3, 1967, of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol to extend through September 30, 1970 the Long-Term Arrangement Regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962 (hereinafter referred to as 'the Long-Term Arrangement'). I have further the honor to refer to the discussions between representatives of the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States and to the Arrangement between the Government of Japan and the Government of the United States of America Concerning Trade in Cotton Textiles between Japan and the United States, effected by the Exchange of Notes on August 27, 1963, as modified and extended by the Exchanges of Notes on May 19, 1965 and on January 14, 1966 (hereinafter referred to as 'the 1963 Arrangement'), and to confirm, on behalf of the Government of Japan, the understandings reached between the two Governments that, pursuant to the provisions of Article 4 of the Long-Term Arrangement as extended by the said Protocol, and with a view to providing for orderly development of trade in cotton textiles between Japan and the United States, the bilateral arrangement attached hereto will be applied by the two Governments for the period of three years beginning January 1, 1968, taking the place of the 1963 Arrangement. This bilateral arrangement is based on our understanding that the above-mentioned Protocol entered into force for our two Governments on October 1, 1967.

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

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

I have further the honor to confirm the foregoing understandings on behalf of the Government of the United States of America.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Enclosure: [<sup>1</sup>]  
Arrangement

His Excellency  
TAKESO SHIMODA  
*Ambassador of Japan*

[EXCHANGES OF LETTERS]

DEPARTMENT OF STATE  
WASHINGTON  
January 12, 1968

DEAR MR. AMBASSADOR:

With reference to the Arrangement between the Government of the United States of America and the Government of Japan concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today, I wish to inform you of the following views and intentions of the Government of the United States of America.

1. With reference to paragraph 6 (b) of the Arrangement, the Government of the United States of America recognizes that exports of the end products containing fabrics potentially falling under the so-called concentration clause are themselves subject to limits established in Annex A of the Arrangement. It further recognizes that changing demands in the United States market may, from time to time, lead to changes in the types of fabric appearing in imports into the United States. Considering these and other circumstances, the Government of the United States of America does not intend to invoke paragraph 6 (b) on any type of fabric except in the case of a sharp and substantial increase from present levels in imports from Japan of that fabric in the form of end items. It is to be understood that a sharp and substantial increase would be considered to apply only in those cases where present levels of imports from Japan of the fabric concerned in the form of end items already are in substantial volume in relation to total consumption in the United States.

In any event, the Government of the United States of America would give the Government of Japan advance notice prior to any invocation of the clause under discussion.

<sup>1</sup> Not printed; for identical enclosure, see *ante*, p. 4421.

2. The Government of the United States of America wishes to assure the Government of Japan that its policy is to maintain a uniform system of classification for cotton textiles at all ports of entry. Should any difficulties arise in the implementation of the Arrangement relating to the classification of any cotton textile product, including Categories 45 and 46, at any of the several ports of entry in the United States, the Government of the United States of America, on being advised of these problems by the Government of Japan, will investigate and will take whatever steps may be necessary to correct such difficulties.

I should be grateful if you would acknowledge the receipt of this letter on behalf of your Government.

Sincerely yours,

ANTHONY M. SOLOMON

Anthony M. Solomon

*Assistant Secretary of State  
for Economic Affairs*

His Excellency

TAKESO SHIMODA

*Ambassador of Japan*

---

EMBASSY OF JAPAN

WASHINGTON

January 12, 1968

DEAR MR. SOLOMON:

I acknowledge, on behalf of my Government, receipt of your letter of January 12, 1968 which reads as follows:

“With reference to the Arrangement between the Government of the United States of America and the Government of Japan concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today, I wish to inform you of the following views and intentions of the Government of the United States of America.

“1. With reference to paragraph 6(b) of the Arrangement, the Government of the United States of America recognizes that exports of the end products containing fabrics potentially falling under the so-called concentration clause are themselves subject to limits established in Annex A of the Arrangement. It further recognizes that changing demands in the United States market may, from time to time, lead to changes in the types of fabric appearing in imports into the United States. Considering these and other circumstances, the Government of the United States of America does not intend to invoke paragraph 6(b) on any type of fabric except in the case of a sharp

and substantial increase from present levels in imports from Japan of that fabric in the form of end items. It is to be understood that a sharp and substantial increase would be considered to apply only in those cases where present levels of imports from Japan of the fabric concerned in the form of end items already are in substantial volume in relation to total consumption in the United States.

"In any event, the Government of the United States of America would give the Government of Japan advance notice prior to any invocation of the clause under discussion.

"2. The Government of the United States of America wishes to assure the Government of Japan that its policy is to maintain a uniform system of classification for cotton textiles at all ports of entry. Should any difficulties arise in the implementation of the Arrangement relating to the classification of any cotton textile product, including Categories 45 and 46, at any of the several ports of entry in the United States, the Government of the United States of America, on being advised of these problems by the Government of Japan, will investigate and will take whatever steps may be necessary to correct such difficulties.

"I should be grateful if you would acknowledge the receipt of this letter on behalf of your Government."

Sincerely yours,

T. SHIMODA

The Honorable

ANTHONY M. SOLOMON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State.*

---

DEPARTMENT OF STATE  
WASHINGTON  
January 12, 1968

DEAR MR. AMBASSADOR:

On the occasion of the Exchange of Notes effecting thereby the Arrangement between the Government of the United States of America and the Government of Japan concerning trade in cotton textiles between Japan and the United States, I wish to state that there are certain items not included in Annex A of the Arrangement but which are classified as "cotton textiles" by the Government of the United States of America. A list of these items, identified by the numbers of the United States "Schedule A", in effect as of August 30, 1963, is attached to this letter. It is the understanding of the Government of the United States of America that the Government of Japan does not consider some of the products within the first 22 items to be cotton

textiles and does not consider any of the last 7 items to be cotton textiles.

Nevertheless, in the event imports from Japan in any of the items or products enumerated in the attached list should cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request consultations with the Government of Japan for the purpose of finding an appropriate course of action.

The consultations shall be conducted in the manner provided in paragraph 6 of the Arrangement if the item or product in question is considered a cotton textile by the Government of Japan, or in any other manner agreeable to both Governments if the item or product in question is not considered a cotton textile by the Government of Japan. The Government of Japan shall promptly notify the Government of the United States of America whether or not it considers the item or product in question to be a cotton textile.

While the Government of the United States of America agrees and prefers to seek a mutually satisfactory solution through the means mentioned above, it reserves its right, if such a settlement cannot be reached expeditiously, to invoke Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962, and extended through September 30, 1970, concerning the items or products enumerated in the attached list.

I should be grateful if you would confirm these understandings if they are acceptable to your Government.

Sincerely yours,

ANTHONY M. SOLOMON

Anthony M. Solomon  
Assistant Secretary of State  
for Economic Affairs

Attachment

His Excellency

TAKESO SHIMODA

*Ambassador of Japan*

ATTACHMENT

(1)	2061	400	(16)	3971	210
(2)	3224	800	(17)	3971	430
(3)	3224	900	(18)	3113	997 <sup>[1]</sup>
(4)	3226	110	(19)	3113	998 <sup>[1]</sup>
(5)	3226	300	(20)	3114	260 <sup>[1]</sup>
(6)	3230	238	(21)	3114	960 <sup>[1]</sup>
(7)	3230	275	(22)	3114	965 <sup>[1]</sup>
(8)	3230	277	(23)	2061	000
(9)	3230	352	(24)	2067	610
(10)	3230	451	(25)	2067	710
(11)	3230	712	(26)	3224	700
(12)	3970	010	(27)	3230	461
(13)	3971	010	(28)	3230	670
(14)	3971	020	(29)	9439	950
(15)	3971	110			(in sets only)

<sup>1</sup> Part of these items included, i.e. shoe uppers, belts (other than sash belts and belts for apparel), suspenders and braces.

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EMBASSY OF JAPAN

WASHINGTON

January 12, 1968

DEAR MR. SOLOMON:

I acknowledge receipt of your letter of January 12, 1968 which reads as follows:

"On the occasion of the Exchange of Notes effecting thereby the Arrangement between the Government of the United States of America and the Government of Japan concerning trade in cotton textiles between Japan and the United States, I wish to state that there are certain items not included in Annex A of the Arrangement but which are classified as "cotton textiles" by the Government of the United States of America. A list of these items, identified by the numbers of the United States "Schedule A," in effect as of August 30, 1963, is attached to this letter. It is the understanding of the Government of the United States of America that the Government of Japan does not consider some of the products within the first 22 items to be cotton textiles and does not consider any of the last 7 items to be cotton textiles.

"Nevertheless, in the event imports from Japan in any of the items or products enumerated in the attached list should cause or threaten to cause disruption of the United States domestic market, the Government of the United States of America may request consultations with the Government of Japan for the purpose of finding an appropriate course of action.

"The consultations shall be conducted in the manner provided in paragraph 6 of the Arrangement if the item or product in question is considered a cotton textile by the Government of Japan, or in any other manner agreeable to both Governments if the item or product in question is not considered a cotton textile by the Government of Japan. The Government of Japan shall promptly notify the Government of the United States of America whether or not it considers the item or product in question to be a cotton textile.

"While the Government of the United States of America agrees and prefers to seek a mutually satisfactory solution through the means mentioned above, it reserves its right, if such a settlement cannot be reached expeditiously, to invoke Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962, and extended through September 30, 1970, concerning the items or products enumerated in the attached list.

"I should be grateful if you would confirm these understandings if they are acceptable to your Government."

With regard to the above-stated understandings of the Government of the United States of America, I wish to confirm, on behalf of my Government, that these are also the understandings of the Government of Japan with the following reservation.

In the event the Government of the United States of America exercises its right to invoke Article 3 of the Long-Term Arrangement, the Government of Japan may exercise its rights as an exporting country in accordance with the various relevant provisions of the Long-Term Arrangement, including the right to bring questions of interpretation or application of the Long-Term Arrangement to the GATT Cotton Textiles Committee in accordance with Article 8 of the Long-Term Arrangement.

Sincerely yours.

T. SHIMODA

The Honorable

ANTHONY M. SOLOMON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State.*

---

JANUARY 12, 1968

DEAR MR. AMBASSADOR:

I have the honor to confirm, on behalf of my Government, the following understandings between the two Governments with reference to the Arrangement between the Government of Japan and the

Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today.

1. With reference to Annex A of the Arrangement, if any problem arises regarding the classification in the implementation of the Arrangement, the two Governments shall consult each other with a view to finding an appropriate solution. Particularly, when questions arise whether certain products fall within the scope of Annex A, the two Governments shall study such questions taking into account, *inter alia*, such international standards as B.T.N.<sup>[1]</sup> and S.I.T.C.<sup>[2]</sup>

2. In order to avoid unnecessary work and difficulties, no change will be made in the classification of cotton textiles in the implementation of this Arrangement, except for such minor modifications relating to the classification of textiles into categories as are mutually agreed to as desirable for effective implementation of the Arrangement.

I should be grateful if you would confirm these understandings if they are acceptable to your Government.

Sincerely yours,

ANTHONY M. SOLOMON

Anthony M. Solomon  
Assistant Secretary of State  
for Economic Affairs

His Excellency

TAKESO SHIMODA

Ambassador of Japan

EMBASSY OF JAPAN  
WASHINGTON  
January 12, 1968

DEAR MR. SOLOMON:

I acknowledge receipt of your letter of January 12, 1968 which reads as follows:

"I have the honor to confirm, on behalf of my Government, the following understandings between the two Governments with reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today.

<sup>1</sup> Nomenclature for the Classification of Goods in Customs Tariffs of the Customs Co-operation Council (Brussels).

<sup>2</sup> United Nations Standard International Trade Classification.

"1. With reference to Annex A of the Arrangement, if any problem arises regarding the classification in the implementation of the Arrangement, the two Governments shall consult each other with a view to finding an appropriate solution. Particularly, when questions arise whether certain products fall within the scope of Annex A, the two Governments shall study such questions taking into account, *inter alia*, such international standards as B.T.N. and S.I.T.C.

"2. In order to avoid unnecessary work and difficulties, no change will be made in the classification of cotton textiles in the implementation of this Arrangement, except for such minor modifications relating to the classification of textiles into categories as are mutually agreed to as desirable for effective implementation of the Arrangement.

"I should be grateful if you would confirm these understandings if they are acceptable to your Government."

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

Sincerely yours,

T. SHIMODA

The Honorable

ANTHONY M. SOLOMON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State.*

---

JANUARY 12, 1968

DEAR MR. AMBASSADOR:

I have the honor to confirm, on behalf of my Government, the following understanding between the two Governments with reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today.

The Governments recognize that the Government of the United States of America now employs the TSUSA [¹] in its basic classification system for cotton textiles and no longer employs Schedule A. They agree that it is desirable to change the classification of cotton textile products in this Arrangement to conform with the TSUSA classification. They have established a working party to change the Schedule A classification appearing in this Arrangement to the TSUSA classification, and agree that this change should be completed as soon as a mutually acceptable conclusion is reached.

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<sup>1</sup> Tariff Schedules of the United States Annotated.

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

Sincerely yours,

ANTHONY M. SOLOMON

Anthony M. Solomon  
*Assistant Secretary of State  
for Economic Affairs*

His Excellency

TAKESO SHIMODA

*Ambassador of Japan*

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EMBASSY OF JAPAN  
WASHINGTON  
January 12, 1968

DEAR MR. SOLOMON:

I acknowledge, on behalf of my Government, receipt of your letter of January 12, 1968, which reads as follows:

"I have the honor to confirm, on behalf of my Government, the following understanding between the two Governments with reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today.

"The Governments recognize that the Government of the United States of America now employs the TSUSA in its basic classification system for cotton textiles and no longer employs Schedule A. They agree that it is desirable to change the classification of cotton textile products in this Arrangement to conform with the TSUSA classification. They have established a working party to change the Schedule A classification appearing in this Arrangement to the TSUSA classification, and agree that this change should be completed as soon as a mutually acceptable conclusion is reached.

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

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

Sincerely yours,

T. SHIMODA

The Honorable

ANTHONY M. SOLOMON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State*

EMBASSY OF JAPAN  
WASHINGTON  
January 12, 1968

DEAR MR. SOLOMON:

With reference to Annex A of the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today, I wish to state our understanding that the exports of uniquely Japanese products called "Japan Items" shall not be included in Annex A of the Arrangement. The attachment to this letter provides for the definition of "Japan Items" and enumerates those products which have been and are likely to be exported to the United States as "Japan Items". Additional items may be added to the above attachment through agreement after consultations as may become necessary in the future.

It is further understood that the exports of "Japan Items" shall be made with certification by the Government of Japan. In the event that the Government of the United States of America finds that any particular products imported from Japan as "Japan Items" should not be properly classified as such, the Government of the United States of America may request consultations with the Government of Japan with a view to finding the appropriate classification of the products in question within Annex A of the Arrangement.

I should be grateful if you would confirm these understandings if they are acceptable to your Government.

Sincerely yours,

T. SHIMODA

Attachment

The Honorable

ANTHONY M. SOLOMON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State.*

ATTACHMENT

1. Definition of "Japan Items"

"Japan Items" to be kept outside Annex A of the said Arrangement are the items which are uniquely Japanese products. Whether a particular product should be considered as "Japan Items" or not will be determined on the basis of the following criterion:

Designed for the use in the traditional Japanese way of life, wearing "Kimono", living in "Tatami" rooms, decorating for traditional Japanese ceremonies or festivals, playing Japanese sports, etc. In other words, not in use in the regular western way of life except for hobbies or special likings.

## 2. List of "Japan Items"

The names of the items which have been and are likely to be exported as "Japan Items" are as follows:

### (a) Cloth

Kimono	Traditional Japanese style dress.
Yukata	A type of Kimono, summer-wear made of Yukata-Ji (Plain-woven light fabrics printed in simple colors).
Juban	Underwear for Kimono, fundamentally same style as Kimono.
Haori	Overcoat for Kimono, usually less than $\frac{3}{4}$ length.
Wafukukoto	Raincoat or duster coat to be worn over Kimono, basically same style as Kimono, different from Haori in not being open in front and longer than $\frac{3}{4}$ length.
Happi	Workers' overcoat, similar style with Haori but not dressy.
Judogi	Kimono-style sports wear for Judo, usually accompanied by slim and $\frac{3}{4}$ length trousers and by belts.
Kendogi	Kimono-style sports wear for Kendo, usually accompanied by Hakama (men's skirts, full length). Different from Judogi in being lighter, tighter and half-sleeves.
Kappogi	Apron to be worn over Kimono with broad sleeves, chest and shoulders covered.
Momohiki	Carpenters' or Rikishamen's trousers, often cover-all to be worn in combination with Happi. Different from western style trousers in being extremely light and small in lower ends, usually black in color. Combination sets of Happi and Momohiki are often traded as "Carpenter Apparel".
Sashiko	Quilted coat which is almost like Happi, typically used by firemen.

(b) Clothing accessories

Obi	(1) Wide thick belts for Kimono, usually a few inches wide or more. (2) Wide, thin belts for men's Kimono or Yukata, both longer than western style belts by a few times. (3) Judo belts, narrow but approximately twice as wide and longer than western style belts, no buckles.
Obishime	Woven decorative belt to be used on top of the Obi (1) above.
Tabi	Socks to be worn when one wears "kimono" made of woven fabrics, tightly in the form of foot, having a separate division for the big toe. Reaches just above the ankle and is fastened at the back by means of an overlap having metal hook tabs.
Koshihimo	Narrow, soft belt to be used between Obi and Kimono, or Kimono and Juban.
Eri-sugata	A length of stiff cotton cloth to be sewn inside "Eri" collar to give a form or shape.
Sode-guchi	Extra broad sleeves which are based on the short sleeves of Juban.
Homae-kake	Men's working apron, thick and heavy. Big in size, usually simple in color.

(c) Household goods

Futon	Japanese style bedding, mattress and thick, large blankets. Mattress different from western style in the stuffing much softer and the covering cloth lighter. Blankets are as thick as an inch or more, also with soft stuffing.
Futon-Cover	Cover for "Futon". Different from sheets as it covers the stuffing directly, also different in sizes as it is made to contain voluminous stuffing, usually printed or dyed.
Zabuton	Cushion to sit on in Japanese "Tatami" rooms. Approximately a yard square, a few inches thick with soft stuffing.
Furoshiki	Wrapping cloth of about one and a half yard square. Different from scarf in the thickness of the fabric.

Koinobori	Artificial carp to fly on top of a long pole on the occasion of "Boys' Festival" in the Japanese custom.
Noren	Shop curtain to hang at the entrance of shops, short, with vertical cuts in several parts.
Tenugui	Oblong towel, woven, usually with Japanese decorative design.

JANUARY 12, 1968

DEAR MR. AMBASSADOR:

I acknowledge receipt of your letter of today which reads as follows:

"With reference to Annex A of the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes today, I wish to state our understanding that the exports of uniquely Japanese products called "Japan Items" shall not be included in Annex A of the Arrangement. The attachment to this letter provides for the definition of "Japan Items" and enumerates those products which have been and are likely to be exported to the United States as "Japan Items." Additional items may be added to the above attachment through agreement after consultations as may become necessary in the future.

"It is further understood that the exports of "Japan Items" shall be made with certification by the Government of Japan. In the event that the Government of the United States of America finds that any particular products imported from Japan as "Japan Items" should not be properly classified as such, the Government of the United States of America may request consultations with the Government of Japan with a view to finding the appropriate classification of the products in question within Annex A of the Arrangement.

"I should be grateful if you would confirm these understandings if they are acceptable to your Government."

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

Sincerely yours,

ANTHONY M. SOLOMON

Anthony M. Solomon

*Assistant Secretary of State  
for Economic Affairs*

His Excellency  
TAKESO SHIMODA  
*Ambassador of Japan*

## MULTILATERAL

### Exchange of Publications

*Convention adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization (UNESCO) at Paris, December 3, 1958;*

*Ratification advised by the Senate of the United States of America May 8, 1967;*

*Ratified by the President of the United States of America May 24, 1967;*

*Ratification of the United States of America deposited with the Director-General of UNESCO June 9, 1967;*

*Proclaimed by the President of the United States of America January 16, 1968;*

*Date of entry into force with respect to the United States of America June 9, 1968.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention concerning the International Exchange of Publications was adopted by the General Conference of the United Nations Educational, Scientific, and Cultural Organization at Paris on December 3, 1958;

WHEREAS the text of the said convention in the English, Spanish, French and Russian languages is word for word as follows:

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
ORGANIZACIÓN DE LAS NACIONES UNIDAS PARA LA EDUCACIÓN, LA CIENCIA Y LA CULTURA  
ORGANISATION DES NATIONS UNIES POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE  
ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ ПО ВОПРОСАМ ОБРАЗОВАНИЯ, НАУКИ И КУЛЬТУРЫ

Convention concerning the International Exchange of Publications,  
adopted by the General Conference at its Tenth Session,  
Paris, 3 December 1958

Convención sobre el canje internacional de publicaciones,  
aprobada por la Conferencia General en su décima reunión,  
París, 3 de diciembre de 1958

Convention concernant les échanges internationaux de publications,  
adoptée par la Conférence générale à sa dixième session,  
Paris, 3 décembre 1958

Конвенция о международном обмене изданиями, принятая Генеральной  
конференцией на ее десятой сессии в Париже, 3 декабря 1958 г.



CONVENTION CONCERNING  
THE INTERNATIONAL  
EXCHANGE OF PUBLICATIONS

The General Conference of the United Nations Educational, Scientific and Cultural Organization, meeting in Paris from 4 November to 5 December 1958, at its tenth session,  
 Convinced that development of the international exchange of publications is essential to the free exchange of ideas and knowledge among the peoples of the world,  
 Considering the importance accorded to the international exchange of publications by the Constitution of the United Nations Educational, Scientific and Cultural Organization,<sup>[1]</sup>  
 Recognizing the need for a new international convention concerning the exchange of publications,  
 Having before it proposals concerning the international exchange of publications constituting item 15.4.1 on the agenda of the session,  
 Having decided, at its ninth session, that these proposals should be made the subject of international regulation by way of an international convention,  
 Adopts, this third day of December 1958, the present Convention.

ARTICLE 1

*Exchange of Publications*

The Contracting States undertake to encourage and facilitate the exchange of publications between both governmental bodies and non-governmental institutions of an educational, scientific and technical, or cultural nature, which are non-profit-making in character, in accordance with the provisions of the present Convention.

ARTICLE 2

*Scope of the Exchange of Publications*

1. For the purpose of the present Convention, the following publications may be considered appropriate articles to be exchanged, for use but not for resale, between the bodies and institutions referred to in Article 1 of the present Convention:
  - (a) publications of an educational, legal, scientific and technical, cultural and informational nature, such as books, newspapers and periodicals, maps and plans, prints, photographs, microcopies, musical works, Braille publications and other graphic material;

CONVENCIÓN SOBRE EL CANJE INTERNACIONAL  
DE PUBLICACIONES

La Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, en su décima reunión, celebrada en París del 4 de noviembre al 5 de diciembre de 1958,  
 Convencida de que el desarrollo del canje internacional de publicaciones es esencial para fomentar la libre circulación de las ideas y la comprensión mutua entre los pueblos del mundo,  
 Considerando la importancia que se atribuye al canje internacional de publicaciones en la Constitución de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura,  
 Reconociendo la necesidad de una nueva convención internacional sobre el canje internacional de publicaciones,  
 Considerando las propuestas que se le han presentado sobre el canje internacional de publicaciones, materia que constituye el punto 15.4.1 del orden del día de la reunión,  
 Habiendo decidido, en su novena reunión, que esas propuestas deberían adquirir categoría de reglamentación internacional por medio de una convención internacional,  
 Aprueba, en el día de hoy, tres de diciembre de 1958, la presente Convención.

ARTÍCULO 1

*Canje de publicaciones*

Los Estados contratantes se comprometen a estimular y facilitar el canje de publicaciones, tanto entre los organismos oficiales como entre las instituciones no oficiales de carácter educativo, científico y técnico o cultural, sin fines lucrativos, con arreglo a lo que se dispone en la presente Convención.

ARTÍCULO 2

*Alcance de los canjes*

1. A los efectos de la presente Convención, los canjes entre los organismos e instituciones que se mencionan en el artículo 1 de la misma podrán referirse a los siguientes publicaciones, que no podrán ser objeto de reventa:
  - a) Las publicaciones de carácter educativo, jurídico, científico y técnico, cultural o de información, como libros, periódicos y revistas, mapas y planos, fotografías, microcopias, partituras musicales, publicaciones en alfabeto braille y otros documentos gráficos;

<sup>1</sup> TIAS 1580; 61 Stat. 2495.

CONVENTION CONCERNANT  
LES ÉCHANGES INTERNATIONAUX  
DE PUBLICATIONS

КОНВЕНЦИЯ О МЕЖДУНАРОДНОМ  
ОБМЕНЕ ИЗДАНИЯМИ

**La Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture, réunie à Paris du 4 novembre au 5 décembre 1958 en sa dixième session,**  
**Convaincue que le développement des échanges internationaux de publications est indispensable à la libre circulation des idées et des connaissances entre les peuples du monde,**  
**Considérant l'importance accordée aux échanges internationaux de publications par l'Acte constitutif de l'Organisation des Nations Unies pour l'éducation, la science et la culture,**  
**Reconnaissant la nécessité d'une nouvelle convention internationale concernant les échanges internationaux de publications,**  
**Étant saisie de propositions concernant les échanges internationaux de publications, question qui constitue le point 15.4.1 de l'ordre du jour de la session,**  
**Après avoir décidé, lors de sa neuvième session, que ces propositions feraient l'objet d'une réglementation internationale par voie d'adoption d'une convention internationale,**  
**Adopte, ce troisième jour de décembre 1958, la présente Convention.**

ARTICLE 1

**Échanges de publications**

Les États contractants s'engagent à encourager et à faciliter les échanges de publications tant entre organismes gouvernementaux qu'institutions non gouvernementales de caractère éducatif, scientifique et technique, ou culturel, sans but lucratif, conformément aux dispositions de la présente Convention.

ARTICLE 2

**Champ d'application des échanges**

1. Aux fins de la présente Convention, peuvent être considérées comme objets d'échange, non susceptibles d'être revendus, entre les organismes et institutions visés à l'article 1<sup>e</sup> de la présente Convention :
  - a) Les publications de caractère éducatif, juridique, scientifique et technique, culturel ou d'information, telles que livres, journaux et périodiques, cartes et plans, estampes, photographies, microcopies, œuvres musicales, publications en braille et autres documents graphiques;

Генеральная конференция Организации объединенных наций по вопросам образования, науки и культуры, созванная на десятую сессию в Париже с 4 ноября по 5 декабря 1958 г., убедившись в том, что развитие международного обмена изданиями необходимо для свободного распространения идей и знаний среди народов всего мира, учитывая значение, придаваемое международному обмену изданиями Уставом Организации объединенных наций по вопросам образования, науки и культуры, признавая необходимость в новой международной конвенции об обмене изданиями, ознакомившись с предложениями о международном обмене изданиями, упомянутыми в пункте 15.4.1 повестки дня сессии, решив на девятой сессии, что по этим предложениям должны быть выработаны международные правила путем заключения международной конвенции, принимает третьего декабря 1958 г. настоящую Конвенцию.

Статья 1

**Обмен изданиями**

В соответствии с положениями настоящей Конвенции договаривающиеся государства обязуются поощрять и облегчать обмен изданиями как между правительственными органами, так и между неправительственными просветительскими, научно-техническими или культурными учреждениями, не преследующими коммерческих целей.

Статья 2

**Обхват обмена**

1. Согласно настоящей Конвенции следующие падания могут служить не в целях перепродажи, предметом обмена между упомянутыми в статье 1 настоящей Конвенции органами и учреждениями:
  - (a) издания просветительского, юридического, научно-технического, культурного и информационного характера, как-то книги, газеты и периодические издания, карты и планы, эстампы, фотографии, микрокопия, музыкальные партитуры, издания со шрифтом Брай и другой печатный материал,

- (b) publications covered by the Convention concerning the exchange of official publications and government documents between States, adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization on the third day of December 1958.<sup>[1]</sup>
2. The present Convention in no way affects exchanges carried out under the convention concerning the exchange of official publications and government documents between States, adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization on the third day of December 1958.
  3. The present Convention does not apply to confidential documents, circulars and other items which have not been made public.

#### ARTICLE 3

##### *Exchange Services*

1. The Contracting States may entrust the national exchange service or, where no such national exchange service exists, the central exchange authority or authorities with the following functions in connexion with the development and co-ordination of the exchange of publications among bodies and institutions referred to in Article 1 of the present Convention:
  - (a) facilitating the international exchange of publications, in particular by transmitting, when appropriate, the material to be exchanged;
  - (b) supplying advice and information on exchange possibilities for bodies and institutions at home and abroad;
  - (c) encouraging, when appropriate, the exchange of duplicate material.
2. However, when it is deemed undesirable to centralize in the national exchange service or in central authorities the development and co-ordination of exchanges among bodies and institutions referred to in Article 1 of the present Convention, any or all of the functions enumerated in paragraph 1 of the present article may be entrusted to other authority or authorities.

#### ARTICLE 4

##### *Method of Transmission*

The transmission may be made either directly between the bodies and institutions concerned, or through the national exchange service or exchange authorities.

#### ARTICLE 5

##### *Transport Charges*

When transmissions are made directly between exchange partners, the Contracting States shall not be required to bear the cost thereof. If the transmission is made through the exchange authority or authorities, the Contracting States

b) Las publicaciones a que se refiere la Convención sobre el canje entre Estados de publicaciones oficiales y documentos gubernamentales aprobada por la Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, el tres de diciembre de 1958.

2. La presente Convención no modifica en modo alguno los canjes que se hayan de realizar en virtud de la Convención para el canje entre Estados de publicaciones oficiales y documentos gubernamentales, aprobada por la Conferencia General de las Naciones Unidas para la Educación, la Ciencia y la Cultura, el tres de diciembre de 1958.
3. La presente Convención no se aplicará a los documentos y circulares confidenciales, ni a cualesquier otros textos que no se hayan hecho públicos.

#### ARTICULO 3

##### *Servicios de canje*

1. Los Estados contratantes podrán asignar al servicio nacional de canje o, si éste no existe, a la autoridad o autoridades centrales encargadas de los canjes las funciones siguientes, en lo que se refiere al desarrollo y a la coordinación de los canjes de publicaciones entre los organismos e instituciones a que se hace referencia en el artículo 1 de la presente Convención:
  - a) Facilitar el canje de publicaciones, especialmente transmitiendo, cuando proceda, los objetos de canje;
  - b) Proporcionar asesoramiento e informaciones sobre las posibilidades de canje que se ofrecen a los organismos e instituciones situados en el país correspondiente o en el extranjero;
  - c) Estimular, cuando sea procedente, el canje de duplicados.
2. No obstante, cuando no se considere conveniente centralizar en el servicio nacional de canje o en las autoridades centrales el desarrollo y la coordinación de los canjes entre los organismos e instituciones mencionados en el artículo 1 de la presente Convención, las funciones enumeradas en el párrafo 1 del presente artículo podrán confiarse en su totalidad o, en parte a una o varias autoridades distintas.

#### ARTICULO 4

##### *Forma de transmisión*

Los envíos podrán hacerse directamente entre los organismos e instituciones interesados o bien por conducto de los servicios nacionales o de las autoridades encargadas del canje.

#### ARTICULO 5

##### *Costo del transporte*

Cuando los envíos se hagan directamente por las partes interesadas en el canje, los Estados contratantes no estarán obligados a sufragar el costo del transporte. Si la transmisión se hace por conducto de la autoridad o las autoridades encar-

<sup>1</sup> TIAS 6439 ; 19 UST 4467.

- b)* Les publications visés par la Convention concernant les échanges entre États de publications officielles et documents gouvernementaux, adoptée par la Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture, le troisième jour de décembre 1958.
2. La présente Convention n'affecte en rien les échanges à intervenir en vertu de la Convention concernant les échanges entre États de publications officielles et documents gouvernementaux, adoptée par la Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture, le troisième jour de décembre 1958.
3. La présente Convention ne s'applique pas aux documents confidentiels, circulaires et autres pièces qui n'ont pas été rendus publics.

#### ARTICLE 3

##### *Services d'échanges*

1. Les États contractants peuvent confier au service national d'échanges ou, lorsqu'il n'existe pas de service national d'échanges, à l'autorité ou aux autorités centrales chargées des échanges les attributions suivantes en ce qui concerne le développement et la coordination des échanges de publications entre organismes et institutions visés à l'article 1<sup>e</sup> de la présente Convention :
- a)* Faciliter les échanges de publications, en particulier en transmettant, le cas échéant, les objets d'échange;
  - b)* Fournir des conseils et des renseignements sur les possibilités d'échange dont peuvent disposer les organismes et institutions situés dans le pays ou à l'étranger;
  - c)* Encourager, dans les cas appropriés, les échanges de publications en double.
2. Toutefois, lorsqu'il n'est pas considéré désirable de centraliser entre les mains du service national d'échanges ou d'autorités centrales le développement et la coordination des échanges entre organismes et institutions visés à l'article 1<sup>e</sup> de la présente Convention, les fonctions énumérées au paragraphe 1 du présent article peuvent être confiées en tout ou en partie à une ou plusieurs autres autorités.

#### ARTICLE 4

##### *Mode de transmission*

Les envois peuvent se faire soit directement entre organismes et institutions intéressés, soit par l'intermédiaire des services nationaux ou des autorités chargées des échanges.

#### ARTICLE 5

##### *Frais de port*

Lorsque les envois sont faits directement par les parties aux échanges, les États contractants ne sont pas astreints à supporter les frais de port. Si la transmission est faite par l'intermédiaire de l'autorité ou des autorités chargées des échanges,

(b) издания, предусмотренные в Конвенции об обмене официальными изданиями и правительственными документами между государствами, принятой Генеральной конференцией Организации объединенных наций по вопросам образования, науки и культуры третьего декабря 1958 г.

2. Настоящая Конвенция ни в какой мере не затрагивает обмены, осуществляемые в рамках Конвенции об обмене официальными изданиями и правительственными документами между государствами, принятой Генеральной конференцией Организации объединенных наций по вопросам образования, науки и культуры третьего декабря 1958 г.
3. Настоящая Конвенция не распространяется на конфиденциальные документы, служебную корреспонденцию и прочие не преданные гласности документы.

#### Статья 3

##### *Службы обмена*

1. Договаривающиеся государства могут поручить национальным службам книгообмена или, если таких не существует, главному центру или центрам, ведающим обменами, выполнение следующих функций по развитию и координации обмена изданиями между органами и учреждениями, упомянутыми в статье 1 настоящей Конвенции :
- (a) облегчение международного обмена изданиями и, в частности, в случае необходимости, пересылка предметов обмена,
  - (b) предоставление консультаций и информации о возможностях обмена органам и учреждениям своей страны и иностранных государств,
  - (c) поощрение, по мере надобности, обмена дубликатами.
2. Однако выполнение части или всех функций, перечисленных в пункте 1 настоящей статьи, может быть поручено другим органам, если соцредоточение в национальных службах книгообмена или центрах обменов всей работы по развитию и координации обмена между органами и учреждениями, упомянутыми в статье 1 настоящей Конвенции, считается нежелательным.

#### Статья 4

##### *Пересылка*

Пересылка между соответствующими органами и учреждениями может осуществляться либо непосредственно ими самими, либо через национальные службы книгообмена или центры обменов.

#### Статья 5

##### *Транспортные расходы*

Договаривающиеся государства не должны возмещать расходы по пересылке, если таинствая осуществляется непосредственно самими обменивающимися сторонами. Договаривающиеся государства несут расходы по пересылке до

shall bear the cost of the transmission as far as destination, but, for transport by sea, the cost of packing and carriage shall be paid only as far as the customs office of the port of arrival.

#### ARTICLE 6

##### *Rates and Conditions of Transport*

The Contracting States shall take all the necessary measures to ensure that the exchange authorities benefit from the most favourable existing rates and transport conditions, whatever the means of transport chosen: post, road, rail, inland or sea transport, airmail or air cargo.

#### ARTICLE 7

##### *Customs and Other Facilities*

Each Contracting State shall grant its exchange authorities exemption from customs duties for both imported and exported material under the provisions of the present Convention or under any agreement in implementation thereof and shall accord them the most favourable treatment as regards customs and other facilities.

#### ARTICLE 8

##### *International Co-ordination of Exchange*

To assist the United Nations Educational, Scientific and Cultural Organization in the performance of the functions assigned to it by its Constitution concerning the international co-ordination of exchange, the Contracting States shall send to the Organization annual reports on the working of the present Convention and copies of bilateral agreements entered into in accordance with Article 12.

#### ARTICLE 9

##### *Information and Studies*

The United Nations Educational, Scientific and Cultural Organization shall publish information received from the Contracting States in application of Article 8 and shall prepare and publish studies on the working of the present Convention.

#### ARTICLE 10

##### *Assistance of Unesco*

1. The Contracting States may call upon the United Nations Educational, Scientific and Cultural Organization for technical assistance in connexion with any problem arising out of the application of the present Convention. The Organization shall accord such assistance within the limits fixed by its programme and its resources, in

gadas del canje, el Estado contratante costeará los gastos de transporte hasta el lugar de destino; no obstante, cuando se trate de transportes marítimos, los gastos de embalaje y de transporte se abonarán hasta la aduana del puerto de llegada.

#### ARTICULO 6

##### *Tarifas y condiciones de expedición*

Los Estados contratantes tomarán las medidas necesarias para que las autoridades encargadas del canje se beneficien de las tarifas y de las condiciones de expedición más favorables, sea cual fuere la forma de expedición escogida: correo ordinario, carretera, ferrocarril, transporte fluvial o marítimo, correo aéreo o flete aéreo.

#### ARTICULO 7

##### *Facilidades en materia de aduanas y otras análogas*

Cada Estado contratante concederá a las autoridades encargadas del canje la exención del pago de derechos aduaneros por los objetos importados y exportados en virtud de las disposiciones de la presente Convención o de los acuerdos que se concierten para la aplicación de la misma, y les concederá asimismo las condiciones más favorables en materia de formalidades aduaneras y otras análogas.

#### ARTICULO 8

##### *Coordinación Internacional del canje*

Para ayudar a la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura en el cumplimiento de las funciones que le atribuye su Constitución en materia de coordinación internacional del canje, los Estados contratantes enviarán a la Organización informes anuales sobre la aplicación de la presente Convención y copias de los acuerdos bilaterales que hayan concertado de conformidad con el artículo 12.

#### ARTICULO 9

##### *Información y estudios*

La Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura publicará las informaciones que reciba de los Estados contratantes en cumplimiento del artículo 8 y preparará y publicará estudios sobre la aplicación de la presente Convención.

#### ARTICULO 10

##### *Asistencia de la Unesco*

1. Los Estados contratantes podrán solicitar la asistencia técnica de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura con el fin de resolver cualquier problema que se plantea en la aplicación de la presente Convención. La Organización prestará esa asistencia dentro de los límites de su programa

l'État contractant prend à sa charge les frais de port jusqu'à destination; toutefois, en ce qui concerne les transports par mer, les frais d'emballage et de port ne sont payés que jusqu'à la douane du port d'arrivée.

#### ARTICLE 6

##### *Tarifs et conditions d'expédition*

Les États contractants prennent toutes mesures nécessaires en vue de faire bénéficier les autorités chargées des échanges des tarifs en vigueur et des conditions d'expédition les plus favorables, et ce, quel que soit le moyen d'expédition choisi : voie postale, route, chemin de fer, transport fluvial ou maritime, courrier ou fret aérien.

#### ARTICLE 7

##### *Facilités douanières et autres*

Chaque État contractant accorde aux autorités chargées des échanges l'exemption des droits de douane pour les objets importés et exportés en vertu des dispositions de la présente Convention ou de tout accord conclu en vue de son application ainsi que les conditions les plus favorables en matière de formalités douanières et autres.

#### ARTICLE 8

##### *Coordination internationale des échanges*

Afin d'aider l'Organisation des Nations Unies pour l'éducation, la science et la culture à s'acquitter des fonctions qui lui sont assignées par son Acte constitutif en ce qui concerne la coordination internationale des échanges, les États contractants adressent à l'Organisation des rapports annuels sur l'application de la présente Convention, ainsi que copie de tous accords bilatéraux conclus conformément aux dispositions de l'article 12.

#### ARTICLE 9

##### *Renseignements et études*

L'Organisation des Nations Unies pour l'éducation, la science et la culture publie les renseignements fournis par les États contractants conformément aux dispositions de l'article 8; elle rédige et publie des études sur l'application de la présente Convention.

#### ARTICLE 10

##### *Concours de l'Unesco*

1. Les États contractants peuvent faire appel au concours technique de l'Organisation des Nations Unies pour l'éducation, la science et la culture en vue de la solution de tout problème qui soulèverait l'application de la présente Convention. L'Organisation accorde ce concours dans les limites de son programme et de ses possibilités,

места назначения, если тарифная осуществляется через центр или центры обменов; однако при доставке морским транспортом, расходы по упаковке и перевозке уплачиваются лишь до таможни в порту назначения.

#### Статья 6

##### *Тарифы и условия перевозки*

Договорившиеся государства принимают все необходимые меры для обеспечения того, чтобы центры обменов пользовались наиболее льготными действующими тарифами и транспортными условиями, независимо от используемых видов транспорта: почта, автотранспорт, железная дорога, речной или морской транспорт, воздушная почта или воздушный транспорт.

#### Статья 7

##### *Таможенные и иные льготы*

На основе настоящей Конвенции или любого соглашения, заключенного в целях ее применения, каждое договаривающееся государство освобождает свои центры обменов от уплаты национальных, так и вывозных таможенных пошлин, и обеспечивает им наиболее благоприятные условия для выполнения таможенных и иных формальностей.

#### Статья 8

##### *Междунородная координация обменов*

Для содействия Организации объединенных наций по вопросам образования, науки и культуры в выполнении функций, возложенных на нее ее Уставом в отношении международной координации обменов, договаривающиеся государства направляют Организации годовые отчеты о применении настоящей Конвенции и копии двусторонних соглашений, заключенных в соответствии со статьей 12.

#### Статья 9

##### *Информация и исследования*

Организация объединенных наций по вопросам образования, науки и культуры публикует информацию, полученную от договаривающихся государств в соответствии со статьей 8, а также составляет и публикует исследования о применении настоящей Конвенции.

#### Статья 10

##### *Содействие со стороны Юнеско*

1. Договорившиеся государства могут обращаться к Организации объединенных наций по вопросам образования, науки и культуры за содействием по любой технической проблеме, возникающей в связи с применением настоящей Конвенции. Организация оказывает это содействие в рамках ее программы и в пределах ее возможностей, в частности, для создания нацио-

- particular, for the creation and organization of national exchange services.
2. The Organization is authorized to make, on its own initiative, proposals on this matter to the Contracting States.

**ARTICLE 11*****Relation to Previous Agreements***

The present Convention shall not affect obligations previously entered into by the Contracting States by virtue of international agreements.

**ARTICLE 12*****Bilateral Agreements***

Whenever necessary or desirable, the Contracting States shall enter into bilateral agreements for the purpose of supplementing the present Convention and regulating matters of common concern arising out of its application.

**ARTICLE 13*****Languages***

The present Convention is drawn up in English, French, Russian and Spanish, the four texts being equally authoritative.

**ARTICLE 14*****Ratification and Acceptance***

1. The present Convention shall be subject to ratification or acceptance by States members of the United Nations Educational, Scientific and Cultural Organization, in accordance with their respective constitutional procedures.
2. The instruments of ratification or acceptance shall be deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization.

**ARTICLE 15*****Accession***

1. The present Convention shall be open for accession by all States not members of the Organization invited to do so by the Executive Board of the United Nations Educational, Scientific and Cultural Organization.
2. Accession shall be effected by the deposit of an instrument of accession with the Director-General of the United Nations Educational, Scientific and Cultural Organization.

**ARTICLE 16*****Entry into Force***

The present Convention shall enter into force twelve months after the date of the deposit of

- y de sus recursos, en especial para crear y organizar servicios nacionales de canje.
2. La Organización tiene facultad para hacer propuestas en esa materia, por iniciativa propia, a los Estados contratantes.

**ARTICULO 11*****Relación con tratados anteriores***

La presente Convención no modifica en modo alguno las obligaciones contraladas anteriormente por los Estados contratantes en virtud de acuerdos internacionales.

**ARTICULO 12*****Acuerdos bilaterales***

Siempre que lo estimen necesario o conveniente, los Estados contratantes concordarán acuerdos bilaterales para completar las disposiciones de la presente Convención y para reglamentar las cuestiones de interés común que plantea su aplicación.

**ARTICULO 13*****Lenguas***

La presente Convención está redactada en español, francés, inglés y ruso, siendo los cuatro textos igualmente fidedignos.

**ARTICULO 14*****Ratificación y aceptación***

1. La presente Convención deberá ser sometida a la ratificación o aceptación de los Estados miembros de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, con arreglo a sus respectivos procedimientos constitucionales.
2. Los instrumentos de ratificación o de aceptación se depositarán ante el Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.

**ARTICULO 15*****Adhesión***

1. La presente Convención queda abierta a la adhesión de todos los Estados no miembros de la Organización que sean invitados a adherirse a ella por el Consejo Ejecutivo de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.
2. La adhesión se efectuará mediante el depósito de un instrumento de adhesión ante el Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.

**ARTICULO 16*****Entrada en vigor***

La presente Convención entrará en vigor doce meses después de haberse depositado tres instru-

- en particulier pour la création et l'organisation de services nationaux d'échanges.
2. L'Organisation est habilitée à faire de sa propre initiative des propositions à ce sujet aux États contractants.

#### **ARTICLE 11**

##### *Relations avec les accords antérieurs*

La présente Convention n'affecte en rien les obligations assumés antérieurement par les États contractants en vertu d'accords internationaux.

#### **ARTICLE 12**

##### *Accords bilatéraux*

Chaque fois que ce sera nécessaire ou souhaitable, les États contractants concluront des accords bilatéraux pour compléter les dispositions de la présente Convention et régler les questions d'intérêt commun soulevées par son application.

#### **ARTICLE 13**

##### *Langues*

La présente Convention est établie en anglais, en espagnol, en français et en russe, les quatre textes faisant également foi.

#### **ARTICLE 14**

##### *Ratification et acceptation*

1. La présente Convention sera soumise à la ratification ou à l'acceptation des États membres de l'Organisation des Nations Unies pour l'éducation, la science et la culture, conformément à leurs procédures constitutionnelles respectives.
2. Les instruments de ratification ou d'acceptation seront déposés auprès du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.

#### **ARTICLE 15**

##### *Adhésion*

1. La présente Convention est ouverte à l'adhésion de tout État non membre de l'Organisation invitée à adhérer par le Conseil exécutif de l'Organisation des Nations Unies pour l'éducation, la science et la culture.
2. L'adhésion se fera par le dépôt d'un instrument d'adhésion auprès du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.

#### **ARTICLE 16**

##### *Entrée en vigueur*

La présente Convention entrera en vigueur douze mois après la date du dépôt du troisième

- нальных служб книгообмена и организации их работы.
2. Организация уполномочивается делать по своей собственной инициативе предложения по этому вопросу договаривающимся государствам.

#### **Статья 11**

##### *Ранее заключенные соглашения*

Настоящая Конвенция ни в какой мере не затрагивает обязательств ранее принятых договаривающимися государствами в рамках международных соглашений.

#### **Статья 12**

##### *Двусторонние соглашения*

Договаривающиеся государства заключают двусторонние соглашения, поскольку такие являются необходимыми или желательными для дополнения постановлений настоящей Конвенции и регулирования вопросов, в которых они заинтересованы и которые возникают в связи с ее применением.

#### **Статья 13**

##### *Языки*

Настоящая Конвенция составлена на английском, испанском, русском и французском языках, причем все четыре текста имеют одинаковую силу.

#### **Статья 14**

##### *Ратификация и принятие*

1. Настоящая Конвенция подлежит ратификации или принятию государствами-членами Организации объединенных наций по вопросам образования, науки и культуры, в соответствии с их конституционной процедурой.
2. Ратификационные грамоты или акты о принятии должны сдаваться на хранение Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры.

#### **Статья 15**

##### *Присоединение*

1. Присоединение к настоящей Конвенции открыто для всех государств, не являющихся членами Организации, получивших соответствующее приглашение со стороны Исполнительного совета Организации объединенных наций по вопросам образования, науки и культуры.
2. Присоединение осуществляется путем сдачи на хранение декларации о присоединении Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры.

#### **Статья 16**

##### *Вступление в силу*

Настоящая Конвенция вступит в силу по истечении двенадцати месяцев со дня сдачи на хранение

the third instrument of ratification, acceptance or accession, but only with respect to those States which have deposited their respective instruments on or before that date. It shall enter into force for each other State which deposits its instrument of ratification, acceptance or accession, twelve months after the deposit of its instrument of ratification, acceptance or accession.

#### ARTICLE 17

##### *Territorial Extension of the Convention*

Any Contracting State may, at the time of ratification, acceptarce or accession, or at any time thereafter, declare by notification addressed to the Director-General of the United Nations Educational, Scientific and Cultural Organization that the present Convention shall extend to all or any of the territories for whose international relations it is responsible. The said notification shall take effect twelve months after the date of its receipt.

#### ARTICLE 18

##### *Denunciations*

1. Each Contracting State may denounce the present Convention on its own behalf or on behalf of any territory for whose international relations it is responsible.
2. The denunciation shall be notified by an instrument in writing, deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization.
3. The denunciation shall take effect twelve months after the receipt of the instrument of denunciation.

#### ARTICLE 19

##### *Notifications*

The Director-General of the United Nations Educational, Scientific and Cultural Organization shall inform the States members of the Organization, States not members of the Organization referred to in Article 15, as well as the United Nations, of the deposit of all the instruments of ratification, acceptance and accession provided for in Articles 14 and 15 and of the notifications and denunciations provided for respectively in Articles 17 and 18.

#### ARTICLE 20

##### *Revision of the Convention*

1. The present Convention may be revised by the General Conference of the United Nations Educational, Scientific and Cultural Organization, any such revision, however, binding only those States which shall become parties to the revising convention.

mentos de ratificación, de aceptación o de adhesión, pero solamente para los Estados que hayan depositado sus instrumentos respectivos de ratificación, de aceptación o de adhesión en esa fecha o anteriormente. Para cada Estado que deposite un instrumento de ratificación, de aceptación o de adhesión, entrará en vigor doce meses después del depósito de ese instrumento de ratificación, de aceptación o de adhesión.

#### ARTICULO 17

##### *Extensión de la Convención a otros territorios*

Todo Estado contratante podrá, en el momento de la ratificación, de la aceptación o de la adhesión, o en cualquier momento ulterior, declarar mediante una notificación dirigida al Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura que la presente Convención se hará extensiva al conjunto o a uno cualquiera de los territorios de cuyas relaciones internacionales sea responsable. Dicha notificación producirá efecto doce meses después de la fecha de su recepción.

#### ARTICULO 18

##### *Denuncia*

1. Cada uno de los Estados contratantes podrá denunciar la presente Convención en nombre propio o en el de los territorios de cuyas relaciones internacionales sea responsable.
2. La denuncia se notificará mediante un instrumento escrito que será depositado ante el Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.
3. La denuncia producirá efecto doce meses después del recibo del instrumento correspondiente.

#### ARTICULO 19

##### *Notificaciones*

El Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura informará a los Estados miembros de la Organización, a los Estados no miembros de la Organización a que se hace referencia en el artículo 15 y a las Naciones Unidas del depósito de todos los instrumentos de ratificación, de aceptación y de adhesión previstos en los artículos 14 y 15 y de las notificaciones y denuncias previstas respectivamente en los artículos 17 y 18.

#### ARTICULO 20

##### *Revisión de la Convención*

1. La presente Convención podrá ser revisada por la Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura. No obstante, la Convención revisada no obligará más que a los Estados que sean partes contratantes en ella.

instrument de ratification, d'acceptation ou d'adhésion, mais uniquement à l'égard des États qui ont déposé leurs instruments respectifs de ratification, d'acceptation ou d'adhésion à cette date ou antérieurement. Elle entrera en vigueur pour chaque État qui dépose un instrument de ratification, d'acceptation ou d'adhésion douze mois après le dépôt de cet instrument de ratification, d'acceptation ou d'adhésion.

#### ARTICLE 17

##### *Extension territoriale de la Convention*

Tout État contractant pourra, au moment de la ratification, de l'acceptation ou de l'adhésion, ou à tout moment ultérieur, déclarer par une notification adressée au Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture que la présente Convention s'étendra à l'ensemble ou à l'un quelconque des territoires dont il assure les relations internationales. Ladite notification prendra effet douze mois après la date de sa réception.

#### ARTICLE 18

##### *Dénonciation*

- Chacun des États contractants aura la faculté de dénoncer la présente Convention en son nom propre ou au nom de tout territoire dont il assure les relations internationales.
- La dénonciation sera notifiée par un instrument écrit déposé auprès du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.
- La dénonciation prendra effet douze mois après réception de l'instrument de dénonciation.

#### ARTICLE 19

##### *Notifications*

Le Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture informera les États membres de l'Organisation, les États non membres visés à l'article 15 ainsi que l'Organisation des Nations Unies, du dépôt de tous les instruments de ratification, d'acceptation ou d'adhésion mentionnés aux articles 14 et 15, de même que des notifications et dénonciations respectivement prévues aux articles 17 et 18.

#### ARTICLE 20

##### *Revision de la Convention*

- La présente Convention pourra être révisée par la Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture. La révision ne liera cependant que les États qui deviendront parties à la Convention portant révision.

третьей ратификационной грамоты или декларации о принятии или присоединении, но исключительно в отношении тех государств, которые в этот день или к этому дню сдали на хранение такую грамоту или декларацию. Она вступит в силу для каждого другого государства, сдавшего на хранение свою ратификационную грамоту или декларацию о принятии или присоединении по истечении двенадцати месяцев со дня сдачи на хранение грамоты или декларации о принятии или присоединении.

#### Статья 17

##### *Территориальный охват Конвенции*

Любое договаривающееся государство может, в момент ратификации, принятая или присоединения, или в любой последующий момент, направить нотификацию Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры, о том, что действие настоящей Конвенции распространяется на все или на часть территорий, международными отношениями которых оно ведает. Данная нотификация вступает в силу по истечении двенадцати месяцев со дня ее получения.

#### Статья 18

##### *Денонсация*

- Каждое договаривающееся государство может денонсировать настоящую Конвенцию от своего имени, или от имени любой территории, международными отношениями которой оно ведает.
- О денонсации должно быть заявлено в письменной ноте, сдаваемой на хранение Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры.
- Денонсация вступает в силу по истечении двенадцати месяцев со дня получения ноты о денонсации.

#### Статья 19

##### *Нотификация*

Генеральный директор Организации Объединенных Наций по вопросам образования, науки и культуры нотифицирует государства-члены Организации, государства, не являющиеся членами Организации, упомянутые в статье 15, равно как и Организацию Объединенных Наций, о сдаче на хранение всех ратификационных грамот и деклараций о принятии и присоединении, предусмотривших статьями 14 и 15, и о всех нотификациях и денонсациях, предусмотренных статьями 17 и 18.

#### Статья 20

##### *Пересмотр Конвенции*

- Настоящая Конвенция может быть пересмотрена Генеральной конференцией Организации объединенных наций по вопросам образования, науки и культуры. Пересмотренный текст является обязательным только для тех государств, которые станут сторонами пересмотренной Конвенции.

2. Should the General Conference adopt a new convention revising the present Convention in whole or in part, and unless the new convention otherwise provides, the present Convention shall cease to be open to ratification, acceptance or accession as from the date when the new revising convention enters into force.

**ARTICLE 21*****Registration***

In accordance with Article 102 of the Charter of the United Nations, [ ] the present Convention shall be registered with the Secretariat of the United Nations at the request of the Director-General of the United Nations Educational, Scientific and Cultural Organization.

2. Si la Conferencia General aprueba una nueva convención que modifique la presente en su totalidad o en parte, y siempre que la nueva convención no disponga lo contrario, la presente Convención dejará de estar abierta a nuevas ratificaciones, aceptaciones o adhesiones desde la fecha de entrada en vigor de la nueva convención.

**ARTICULO 21*****Registro***

En cumplimiento del artículo 102 de la Carta de las Naciones Unidas, la presente Convención será registrada en la Secretaría de las Naciones Unidas a instancia del Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.

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<sup>1</sup> TS 993; 59 Stat. 1052.

2. Au cas où la Conférence générale adopterait une nouvelle convention portant révision totale ou partielle de la présente Convention, et à moins que la nouvelle convention ne dispose autrement, la présente Convention cesserait d'être ouverte à la ratification, à l'acceptation ou à l'adhésion à partir de la date d'entrée en vigueur de la nouvelle convention portant révision.

**ARTICLE 21*****Enregistrement***

Conformément à l'article 102 de la Charte des Nations Unies, la présente Convention sera enregistrée au Secrétariat des Nations Unies à la requête du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.

2. Если Генеральная конференция примет новую конвенцию, изменяющую настоящую Конвенцию в целом, или частично, причем новая Конвенция не изменит этого постановления, настоящая Конвенция будет закрыта для ратификации, принятия или присоединения, начиная с даты вступления в силу новой пересмотренной Конвенции.

**Статья 21*****Регистрация***

В соответствии со статьей 102 Устава Организации Объединенных Наций, настоящая Конвенция будет зарегистрирована в Секретариате Организации Объединенных Наций по просьбе Генерального директора Организации объединенных наций по вопросам образования, науки и культуры.

Done at Paris, this fifth day of December 1958, in two authentic copies bearing the signatures of the President of the tenth session of the General Conference and of the Director-General of the United Nations Educational, Scientific and Cultural Organization, which shall be deposited in the Archives of the United Nations Educational, Scientific and Cultural Organization and certified true copies of which shall be delivered to all the States referred to in Articles 14 and 15 as well as to the United Nations.

Hecha en Paris, el cinco de diciembre de 1958, en dos ejemplares auténticos que llevan las firmas del Presidente de la Conferencia General en su décima reunión y del Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, que se depositarán en los Archivos de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura y de los cuales se remitirán copias certificadas conforme a todos los Estados a que se hace referencia en los artículos 14 y 15, así como a las Naciones Unidas.

The foregoing is the authentic text of the Convention duly adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization during its tenth session, which was held in Paris and declared closed the fifth day of December 1958.

IN FAITH WHEREOF we have appended our signatures this fifth day of December 1958.

*The President of the General Conference*

JEAN BERTHOIN

Lo anterior es el texto auténtico de la Convención aprobada en buena y debida forma por la Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, en su décima reunión, celebrada en Paris y terminada el cinco de diciembre de 1958.

EN FE DE LO CUAL estampan sus firmas, en este dia cinco de diciembre de 1958,

*El Presidente de la Conferencia General*

JEAN BERTHOIN

*The Director General*

LUTHER H. EVANS

*El Director General*

LUTHER H. EVANS

Certified copy  
Paris, 8. I. 1959

Copia certificada conforme  
París,

*H. Weber*  
Legal Adviser  
of the United Nations Educational,  
Scientific and Cultural Organization

Consejero Jurídico  
de la Organización de las Naciones Unidas  
para la Educación, la Ciencia y la Cultura

Fait à Paris, le cinq décembre 1958, en deux exemplaires authentiques portant la signature du Président de la Conférence générale réunie en sa dixième session et du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture, qui seront déposés dans les archives de l'Organisation des Nations Unies pour l'éducation, la science et la culture et dont les copies certifiées conformes seront remises à tous les États visés aux articles 14 et 15 ainsi qu'à l'Organisation des Nations Unies.

СОВЕРШЕНО в Париже, пятого декабря 1958 г., в двух экземплярах, имеющих одинаковую силу, подписанных Председателем десятой сессии Генеральной конференции и Генеральным директором Организации объединенных наций по вопросам образования, науки и культуры, которые будут сданы на хранение в архив Организации объединенных наций по вопросам образования, науки и культуры, и должным образом заверенные копии которых будут препровождены всем государствам, упомянутым в статьях 14 и 15, равно как и Организации Объединенных Наций.

Le texte qui précède est le texte authentique de la Convention dûment adoptée par la Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture à sa dixième session, qui s'est tenue à Paris et qui a été déclarée close le cinquième jour de décembre 1958.

EN FOI DE QUOI ont apposé leurs signatures, ce cinquième jour de décembre 1958,

*Le Président de la Conférence générale*

JEAN BERTHOIN

Приведенный выше текст является подлинным текстом конвенции, надлежащим образом принятой Генеральной конференцией Организации объединенных наций по вопросам образования, науки и культуры на ее десятой сессии, состоявшейся в Париже и закончившейся пятого декабря 1958 г.

В удостоверение чего, настоящую рекомендацию подписали сего пятого декабря 1958 г.

*Председатель Генеральной конференции*

JEAN BERTHOIN

*Le Directeur général*

LUTHER H. EVANS

*Генеральный директор*

LUTHER H. EVANS

Copie certifiée conforme

Paris, 8. I. 1959

Заверенная копия  
Париж,

*H. Weber*  
Consellier juridique  
de l'Organisation des Nations Unies  
pour l'éducation, la science et la culture

*Юрисконсульт Организации  
объединенных наций по вопросам  
образования, науки и культуры*

WHEREAS the Senate of the United States of America by its resolution of May 8, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the convention;

WHEREAS the convention was ratified by the President of the United States of America on May 24, 1967, in pursuance of the advice and consent of the Senate;

WHEREAS, in accordance with paragraph 2 of Article 14 of the convention, the instrument of ratification of the convention was deposited with the Director-General of the United Nations Educational, Scientific, and Cultural Organization on June 9, 1967;

WHEREAS the convention came into force initially on November 23, 1961, pursuant to Article 16 thereof, and will come into force with respect to the United States of America on June 9, 1968, twelve months after the deposit of its instrument 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 same, and every article and clause thereof, shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this sixteenth day of January in the year of our Lord one thousand nine hundred sixty-eight and [SEAL] of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

## MULTILATERAL

### Exchange of Official Publications and Government Documents

*Convention adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization (UNESCO) at Paris, December 3, 1958,*

*With procès-verbal signed at Paris October 18, 1960;*

*Ratification advised by the Senate of the United States of America May 8, 1967;*

*Ratified by the President of the United States of America May 24, 1967;*

*Ratification of the United States of America deposited with the Director-General of UNESCO June 9, 1967;*

*Proclaimed by the President of the United States of America January 16, 1968;*

*Date of entry into force with respect to the United States of America June 9, 1968.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention concerning the Exchange of Official Publications and Government Documents between States was adopted by the General Conference of the United Nations Educational, Scientific, and Cultural Organization at Paris on December 3, 1958, and a procès-verbal relating thereto was signed at Paris on October 18, 1960;

WHEREAS the text of the said convention and the text of the procès-verbal in the English, Spanish, French and Russian languages are word for word as follows:

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
ORGANIZACIÓN DE LAS NACIONES UNIDAS PARA LA EDUCACIÓN, LA CIENCIA Y LA CULTURA  
ORGANISATION DES NATIONS UNIES POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE  
ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ ПО ВОПРОСАМ ОБРАЗОВАНИЯ, НАУКИ И КУЛЬТУРЫ

Convention concerning the Exchange of Official Publications and Government  
Documents between States, adopted by the General Conference at its Tenth Session,  
Paris, 3 December 1958

Convención sobre el canje de publicaciones oficiales y documentos gubernamentales  
entre Estados, aprobada por la Conferencia General en su décima reunión,  
Paris, 3 de diciembre de 1958

Convention concernant les échanges entre États de publications officielles et documents  
gouvernementaux, adoptée par la Conférence générale à sa dixième session,  
Paris, 3 décembre 1958

Конвенция об обмене официальными изданиями и правительственныеими  
документами между государствами, принятая Генеральной конференцией  
на ее десятой сессии в Париже, 3 декабря 1958 г.



CONVENTION CONCERNING THE EXCHANGE  
OF OFFICIAL PUBLICATIONS  
AND GOVERNMENT DOCUMENTS  
BETWEEN STATES

CONVENCIÓN SOBRE EL CANJE  
DE PUBLICACIONES OFICIALES Y DOCUMENTOS  
GUBERNAMENTALES ENTRE ESTADOS

The General Conference of the United Nations Educational, Scientific and Cultural Organization, meeting in Paris from 4 November to 5 December 1958, at its tenth session,

Convinced that development of the international exchange of publications is essential to the free exchange of ideas and knowledge among the peoples of the world,

Considering the importance accorded to the international exchange of publications by the Constitution of the United Nations Educational, Scientific and Cultural Organization,<sup>[1]</sup>

Being aware of the provisions for the exchange of official publications and government documents for the International Exchange of Official Documents, Scientific and Literary Publications and in the Convention for the Immediate Exchange of Official Journals, Public Parliamentary Annals and Documents, concluded in Brussels on 15 March 1886<sup>[2]</sup> and in various regional agreements for the exchange of publications.

Recognizing the need for a new international convention concerning the exchange of official publications and government documents between States,

Having before it proposals concerning the exchange of official publications and government documents between States constituting item 15.4.1 on the agenda of the session,

Having decided, at its ninth session, that these proposals should be made the subject of international regulation by way of an international convention,

Adopts, this third day of December 1958, the present Convention.

#### ARTICLE 1

##### *Exchange of Official Publications and Government Documents*

The Contracting States express their willingness to exchange their official publications and government documents, on a reciprocal basis, in accordance with the provisions of the present Convention.

#### ARTICLE 2

##### *Definition of Official Publications and Government Documents*

1. For the purpose of the present Convention, the following are considered official publications and government documents when they are executed by the order and at the expense of any national governmental authority: parliamentary docu-

La Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, en su décima reunión, celebrada en París del 4 de noviembre al 5 de diciembre de 1958,

Convencida de que el desarrollo del canje internacional de publicaciones es esencial para fomentar la libre circulación de las ideas y la comprensión mutua entre los pueblos del mundo,

Considerando la importancia que se atribuye al canje internacional de publicaciones en la Constitución de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura,

Teniendo en cuenta las disposiciones sobre el canje de publicaciones oficiales establecidas en la Convención relativa a los canjes internacionales de documentos oficiales y publicaciones de carácter científico y literario, y en la Convención para establecer el canje directo del periódico oficial y de los diarios de sesiones y documentos parlamentarios, concertadas en Bruselas el 15 de marzo de 1886, así como en varios acuerdos regionales para el canje de publicaciones,

Reconociendo la necesidad de una nueva convención internacional para el canje entre Estados de publicaciones oficiales y documentos gubernamentales,

Considerando las propuestas que se le han presentado sobre el canje entre Estados de publicaciones oficiales y documentos gubernamentales, materia que constituye el punto 15.4.1 del orden del día de la reunión,

Habiendo decidido, en su novena reunión, que esas propuestas deberían adquirir categoría de reglamentación internacional por medio de una convención internacional,

Aprueba, en el día de hoy, tres de diciembre de 1958, la presente Convención.

#### ARTÍCULO 1

##### *Canje de publicaciones oficiales y documentos gubernamentales*

Los Estados contratantes convienen en canjear sus publicaciones oficiales y documentos gubernamentales sobre una base de reciprocidad, con arreglo a las disposiciones de la presente Convención.

#### ARTÍCULO 2

##### *Definición de publicaciones oficiales y documentos gubernamentales*

1. A los efectos de la presente Convención se considerarán como publicaciones oficiales y documentos gubernamentales, cuando sean editados por orden y a expensas de cualquier autoridad pública: los diarios oficiales, documentos, infor-

<sup>1</sup> TIAS 1580; 61 Stat. 2495.

<sup>2</sup> TS 381, 382; 25 Stat. 1465, 1469.

CONVENTION CONCERNANT LES ÉCHANGES  
ENTRE ÉTATS DE PUBLICATIONS OFFICIELLES  
ET DOCUMENTS GOUVERNEMENTAUX

La Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture, réunie à Paris du 4 novembre au 5 décembre 1958, en sa sixième session, Convaincue que le développement des échanges internationaux de publications est indispensable à la libre circulation des idées et des connaissances entre les peuples du monde, Considérant l'importance accordée aux échanges internationaux de publications par l'Acte constitutif de l'Organisation des Nations Unies pour l'éducation, la science et la culture, Connaisseant les dispositions relatives aux échanges de publications officielles qui figurent dans la Convention concernant les échanges internationaux pour les documents officiels et pour les publications scientifiques et littéraires et dans la Convention pour assurer l'échange immédiat du journal officiel, ainsi que des annales et des documents parlementaires, conclues à Bruxelles le 15 mars 1886, ainsi que dans divers accords régionaux pour l'échange de publications, Reconnaissant la nécessité d'une nouvelle convention internationale concernant les échanges entre États de publications officielles et documents gouvernementaux, Étant saisie de propositions concernant les échanges entre États de publications officielles et documents gouvernementaux, question qui constitue le point 15.4.1 de l'ordre du jour de la session, Après avoir décidé lors de sa neuvième session, que ces propositions feraient l'objet d'une réglementation internationale par voie d'adoption d'une convention internationale, Adopte, ce troisième jour de décembre 1958, la présente Convention.

ARTICLE 1

*Échanges de publications officielles et documents gouvernementaux*

Les États contractants expriment leur volonté d'échanger leurs publications officielles et documents gouvernementaux, sur la base de la réciprocité, conformément aux dispositions de la présente Convention.

ARTICLE 2

*Définition des publications officielles et documents gouvernementaux*

1. Aux fins de la présente Convention, sont considérés comme publications officielles et documents gouvernementaux lorsqu'ils sont exécutés par ordre et aux frais d'une autorité gouvernementale nationale quelconque : les journaux officiels, les

КОНВЕНЦИИ ОБ ОБМЕНЕ ОФИЦИАЛЬНЫМИ  
ИЗДАНИЯМИ И ПРАВИТЕЛЬСТВЕННЫМИ  
ДОКУМЕНТАМИ МЕЖДУ ГОСУДАРСТВАМИ

Генеральная конференция Организации объединенных наций по вопросам образования, науки и культуры, созданная на десятую сессию в Париже с 4 ноября по 5 декабря 1958 г., убежденная в том, что развитие международного обмена изданиями необходимо для свободного распространения идей и знаний среди народов всего мира, учитывая значение, придаваемое международному обмену изданиями Уставом Организации объединенных наций по вопросам образования, науки и культуры, ознакомившись с положениями об обмене официальными изданиями, предусмотренными в Конвенции о международном обмене официальными документами, научными и литературно-художественными изданиями и в Конвенции, имеющей целью обеспечить позаместительный обмен правительственными вестниками, парламентскими отчетами и документами, заключенных в Брюсселе 15 марта 1886 года, равно как и в различных региональных соглашениях об обмене изданиями, признавая необходимость в новой международной Конвенции о обмене официальными изданиями и правительственными документами между государствами, ознакомившись с предложениями об обмене официальными изданиями и правительственными документами между государствами, упомянутыми в пункте 15.4.1 повестки дня сессии, решив на девятой сессии, что по этим предложениям должны быть выработаны международные правила путем заключения международной конвенции, принимает третьего декабря 1958 г., настоящую Конвенцию.

Статья 1

*Обмен официальными изданиями и правительственными документами*

Договаривающиеся государства выражают свою готовность обмениваться на основе взаимности своими официальными изданиями и правительственными документами в соответствии с положениями настоящей Конвенции.

Статья 2

*Определение понятия официальные издания и правительственные документы*

1. Согласно настоящей Конвенции, официальными изданиями и правительственными документами, если они выпускаются по заказу и за счет какого-либо внутреннеогосударственного правительского органа, считаются следующие : правитель-

- ments, reports and journals and other legislative papers; administrative publications and reports from central, federal and regional governmental bodies; national bibliographies, State handbooks, bodies of law, decisions of the Courts of Justice; and other publications as may be agreed.
2. However, in the application of the present Convention, the Contracting States shall be free to determine the official publications and government documents which shall constitute exchange material.
  3. The present Convention does not apply to confidential documents, circulars and other items which have not been made public.

#### ARTICLE 3

##### *Bilateral Agreements*

The Contracting States, whenever they deem it appropriate, shall enter into bilateral agreements for the purpose of implementing the present Convention and regulating matters of common concern arising out of its application.

#### ARTICLE 4

##### *National Exchange Authorities*

1. In each Contracting State, the national exchange service or, where no such service exists, the central authority or authorities designated for the purpose, shall carry out the functions of exchange.
2. The exchange authorities shall be responsible within each Contracting State for the implementation of the present Convention and of bilateral agreements as referred to in Article 3, whenever appropriate. Each Contracting State shall give its national exchange service or the central exchange authorities the powers required to obtain the material to be exchanged and sufficient financial means to carry out the functions of exchange.

#### ARTICLE 5

##### *List and Number of Publications for Exchange*

The list and number of official publications and government documents for exchange shall be agreed between the exchange authorities of the Contracting States. This list and the number of official publications set forth in the Convention for exchange may be modified by arrangements between such authorities. [1]

#### ARTICLE 6

##### *Method of Transmission*

Transmissions may be made directly to exchange authorities or to recipients named by them. The

mes y anales parlamentarios y otros textos legislativos, las publicaciones e informes de carácter administrativo que emanen de los organismos gubernamentales centrales, federales o regionales; las bibliografías nacionales, los repertorios administrativos, los repertorios de leyes y jurisprudencia y otras publicaciones que se convenga canjear.

2. No obstante, en la aplicación de la presente Convención corresponde a los Estados contratantes determinar las publicaciones oficiales y documentos gubernamentales que serán objeto de canje.
3. La presente Convención no se aplicará a los documentos y circulares confidenciales, ni a cualesquier otros textos que no se hayan hecho públicos.

#### ARTICULO 3

##### *Acuerdos bilaterales*

Siempre que lo estimen conveniente, los Estados contratantes concertarán acuerdos bilaterales para aplicar la presente Convención y para reglamentar las cuestiones de interés común que plantea su aplicación.

#### ARTICULO 4

##### *Autoridades nacionales encargadas del canje*

1. En cada Estado contratante, el canje correrá a cargo del servicio nacional de canje o, si éste no existiere, de la autoridad o autoridades centrales designadas al efecto.
2. Las autoridades encargadas del canje en cada Estado contratante velarán por la aplicación de la presente Convención y, en caso necesario, de los acuerdos bilaterales que se mencionan en el artículo 3. Cada Estado dará a su servicio nacional de canje o a las autoridades centrales de canje los poderes necesarios para obtener los documentos que han de ser objeto del canje, y les concederá los medios económicos precisos para llevar a cabo su cometido.

#### ARTICULO 5

##### *Lista y número de las publicaciones destinadas al canje*

Las autoridades encargadas del canje en los Estados contratantes fijarán, de común acuerdo, la lista y el número de las publicaciones oficiales y documentos gubernamentales destinados al canje. La lista y el número de estas publicaciones y documentos podrán modificarse por acuerdo entre dichas autoridades.

#### ARTICULO 6

##### *Forma de transmisión*

Los envíos podrán hacerse directamente a las autoridades encargadas del canje o a cualquier destinatario designado por esas autoridades. El

<sup>1</sup> See post, p. 4488 for correction.

documents, rapports et annales parlementaires et autres textes législatifs; les publications et rapports de caractère administratif émanant d'organismes gouvernementaux de caractère national, central, fédéral ou régional; les bibliographies nationales, les répertoires administratifs, les recueils de lois, les décisions des cours de justice et autres publications dont il serait convenu de faire l'échange.

2. Toutefois, dans l'application de la présente Convention, il appartient aux États contractants de déterminer les publications officielles et documents gouvernementaux qui constituent des objets d'échange.
3. La présente Convention ne s'applique pas aux documents confidentiels, circulaires et autres pièces qui n'ont pas été rendus publics.

#### ARTICLE 3

##### *Accords bilatéraux*

Les États contractants, chaque fois qu'ils le jugeront approprié, concluront des accords bilatéraux pour la mise en œuvre de la présente Convention et pour régler les questions d'intérêt commun soulevées par son application.

#### ARTICLE 4

##### *Autorités nationales chargées des échanges*

1. Dans chaque État contractant, le service national d'échanges ou, lorsqu'il n'en existe pas, l'autorité ou les autorités centrales désignées à cet effet exercent les fonctions d'échange.
2. Les autorités chargées des échanges sont, dans chaque État contractant, responsables de l'application de la présente Convention et, le cas échéant, des accords bilatéraux mentionnés à l'article 3. Chaque État donnera à son service national d'échanges ou aux autorités centrales chargées des échanges, les pouvoirs pour se procurer les documents à échanger et accordera les moyens financiers suffisants pour assurer les échanges.

#### ARTICLE 5

##### *Liste et nombre des publications à échanger*

La liste et le nombre des publications officielles et documents gouvernementaux à échanger sont fixés d'un commun accord par les autorités des États contractants chargées des échanges. Cette liste et le nombre des publications officielles et documents gouvernementaux à échanger peuvent être modifiés par arrangement entre lesdites autorités.

#### ARTICLE 6

##### *Mode de transmission*

Les envois peuvent se faire directement aux autorités chargées des échanges ou à tout destinataire désigné par ces autorités. Le mode d'établisse-

ment des échanges sera fixé par convention entre les deux parties.

Советские вестники, парламентские отчеты и документы и иные тексты законодательного характера; административные издания и отчеты центральных, федеральных и региональных правительственные органов; внутригосударственные библиографии и справочники, сборники законодательных постановлений, судебные решения и другие издания, в отношении которых может быть достигнута договоренность.

2. Однако при применении настоящей Конвенции, договаривающиеся государства могут сами определить какие официальные издания и правительственные документы являются предметом обмена.
3. Настоящая Конвенция не распространяется на конфиденциальные документы, служебную корреспонденцию и прочие не преданные гласности документы.

#### Статья 3

##### *Двусторонние соглашения*

Договаривающиеся государства заключают двусторонние соглашения, поскольку такие являются необходимыми для проведения в жизнь настоящей Конвенции и урегулирования вопросов, в которых они заинтересованы и которые возникают в связи с ее применением.

#### Статья 4

##### *Национальные учреждения, ведающие обменом*

1. В каждом договаривающемся государстве работа по обмену ведется национальной службой книгообмена или, если такой не существует, назначенным для этого главным центром или центрами обмена.
2. Ведущие обменом учреждения ответственны за применение в каждом договаривающемся государстве настоящей Конвенции и двусторонних соглашений, упомянутых в статье 3, если таковые имеются. Каждое государство уполномочивает свою национальную службу книгообмена или главные центры обмена получать документы, подлежащие обмену, и предоставляет достаточные финансовые средства для обеспечения работы по обменам.

#### Статья 5

##### *Перечень и число изданий, подлежащих обмену*

Центры обменов договаривающихся государств совместно утверждают перечень и число официальных изданий и правительственный документов, подлежащих обмену. Данный перечень и число официальных изданий и правительственный документов, подлежащих обмену, могут быть изменены путем договоренности между данными центрами.

#### Статья 6

##### *Пересылка*

Материалы могут посыпаться непосредственно центрам обменов или указанным ими адресатам.

method of listing consignments may be agreed between exchange authorities.

#### ARTICLE 7

##### *Transport Charges*

Unless otherwise agreed, the exchange authority which undertakes the transmission shall bear the cost thereof as far as destination, but for transport by sea, the cost of packing and carriage shall be paid only as far as the customs office of the port of arrival.

#### ARTICLE 8

##### *Rates and Conditions of Transport*

The Contracting States shall take all the necessary measures to ensure that the exchange authorities benefit from the most favourable existing rates and transport conditions, whatever the means of transport chosen: post, road, rail, inland or sea transport, airmail or air cargo.

#### ARTICLE 9

##### *Customs and Other Facilities*

Each Contracting State shall grant its exchange authorities exemption from customs duties for both imported and exported material under the provisions of the present Convention or under any agreement in implementation thereof and shall accord them the most favourable treatment as regards customs and other facilities.

#### ARTICLE 10

##### *International Co-ordination of Exchange*

To assist the United Nations Educational, Scientific and Cultural Organization in the performance of the functions concerning the international co-ordination of exchange assigned to it by its Constitution, the Contracting States shall send to the Organization annual reports on the working of the present Convention and copies of bilateral agreements entered into in accordance with Article 3.

#### ARTICLE 11

##### *Information and Studies*

The United Nations Educational, Scientific and Cultural Organization shall publish information received from the Contracting States in conformity with Article 10 and shall prepare and publish studies on the working of the present Convention.

método para la preparación de las listas de material enviado podrán fijarlo de común acuerdo las autoridades encargadas del canje.

#### ARTÍCULO 7

##### *Costo del transporte*

Salvo acuerdo en contrario, la autoridad encargada del canje que efectúe un envío sufragará los gastos de transporte hasta el lugar de destino; no obstante, cuando se trate de transportes marítimos, los gastos de embalaje y de transporte sólo se abonarán hasta la aduana del puerto de llegada.

#### ARTÍCULO 8

##### *Tarifas y condiciones de expedición*

Los Estados contratantes tomarán todas las medidas necesarias para que las autoridades encargadas del canje se beneficien de las tarifas y de las condiciones de expedición más favorables, cualquiera que sea la forma de expedición escogida: correo ordinario, carretera, ferrocarril, transporte fluvial o marítimo, correo aéreo o flete aéreo.

#### ARTÍCULO 9

##### *Facilidades en materia de aduanas y otras análogas*

Cada Estado contratante concederá a las autoridades encargadas del canje la exención del pago de derechos aduaneros por los objetos importados y exportados en virtud de las disposiciones de la presente Convención o de los acuerdos que se concierten para su aplicación, y les concederá asimismo las condiciones más favorables en materia de formalidades aduaneras y otras análogas.

#### ARTÍCULO 10

##### *Coordinación internacional del canje*

Para ayudar a la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura en el cumplimiento de las funciones que le asigna su Constitución en materia de coordinación internacional del canje, los Estados contratantes enviarán a la Organización informes anuales sobre la aplicación de la presente Convención, y copias de los acuerdos bilaterales que hayan concertado de conformidad con el artículo 3.

#### ARTÍCULO 11

##### *Información y estudios*

La Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura publicará las informaciones que reciba de los Estados contratantes en cumplimiento del artículo 10, y preparará y publicará estudios sobre la aplicación de la presente Convención.

ment des bordereaux d'envoi peut être fixé d'un commun accord par les autorités chargées des échanges.

#### ARTICLE 7

##### *Frais de port*

Sauf arrangement contraire, l'autorité chargée des échanges qui procède à un envoi prend à sa charge les frais de port jusqu'à destination; toutefois, en ce qui concerne les transports par mer, les frais d'emballage et de port ne sont payés que jusqu'à la douane du port d'arrivée.

#### ARTICLE 8

##### *Tarifs et conditions d'expédition*

Les États contractants prennent toutes mesures nécessaires en vue de faire bénéficier les autorités chargées des échanges des tarifs en vigueur et des conditions d'expédition les plus favorables, et ce, quel que soit le moyen d'expédition choisi : voie postale, route, chemin de fer, transport fluvial ou maritime, courrier ou fret aérien.

#### ARTICLE 9

##### *Facilités douanières et autres*

Chaque État contractant accorde aux autorités chargées des échanges l'exemption des droits de douane pour les objets importés et exportés en vertu des dispositions de la présente Convention ou de tout accord conclu en vue de son application ainsi que les conditions les plus favorables en matière de formalités douanières et autres.

#### ARTICLE 10

##### *Coordination internationale des échanges*

Afin d'aider l'Organisation des Nations Unies pour l'éducation, la science et la culture à s'acquitter des fonctions qui lui sont assignées par son Acte constitutif en ce qui concerne la coordination internationale des échanges, les États contractants adressent à l'Organisation des rapports annuels sur l'application de la présente Convention, ainsi que copie de tous accords bilatéraux conclus conformément aux dispositions de l'article 3.

#### ARTICLE 11

##### *Renseignements et études*

L'Organisation des Nations Unies pour l'éducation, la science et la culture publie les renseignements fournis par les États contractants conformément aux dispositions de l'article 10; elle rédige et publie des études sur l'application de la présente Convention.

Метод обозначения материалов на накладных может быть согласован центрами обменов.

#### Статья 7

##### *Транспортные расходы*

За исключением специальной договоренности центр-отправитель несет все расходы по перевозке до места назначения; однако при доставке морским транспортом, расходы по упаковке и перевозке уплачиваются лишь до таможни, в порту назначения.

#### Статья 8

##### *Тарифы и условия перевозки*

Договоривающиеся государства принимают все необходимые меры для обеспечения того, чтобы центры обменов пользовались наиболее льготными действующими тарифами и транспортными условиями, в независимости от используемых видов транспорта: почта, авто-транспорт, железная дорога, речной или морской транспорт, воздушная почта или воздушный транспорт.

#### Статья 9

##### *Таможенные и иные льготы*

На основе настоящей Конвенции или любого соглашения, заключенного в целях ее применения, каждое договаривающееся государство освобождает свои центры обменов от уплаты как ввозных, как и вывозных таможенных пошлин и обеспечивает им наиболее благоприятные условия для выполнения таможенных и иных формальностей.

#### Статья 10

##### *Междунородная координация обменов*

Для содействия Организации объединенных наций по вопросам образования, науки и культуры в выполнении функций, возложенных на нее ее Уставом в отношении международной координации обменов, договаривающиеся государства направляют Организации годовые отчеты о применении настоящей Конвенции и копии двусторонних соглашений, заключенных в соответствии со статьей 3.

#### Статья 11

##### *Информация и исследования*

Организация объединенных наций по вопросам образования, науки и культуры публикует информацию, полученную от договаривающихся государств соответствия со статьей 10, а также составляет и публикует исследования о применении настоящей Конвенции.

**ARTICLE 12***Assistance of Unesco*

1. The Contracting States may call upon the United Nations Educational, Scientific and Cultural Organization for technical assistance in connexion with any problem arising out of the application of the present Convention. The Organization shall accord such assistance within the limits fixed by its programme and its resources, in particular, for the creation and organization of national exchange services.
2. The Organization is authorized to make, on its own initiative, proposals on these matters to the Contracting States.

**ARTICLE 13***Relation to Previous Agreements*

The present Convention shall not affect obligations previously entered into by the Contracting States by virtue of international agreements. It shall not be construed as requiring a duplication of exchanges conducted under existing agreements.

**ARTICLE 14***Languages*

The present Convention is drawn up in English, French, Russian and Spanish, the four texts being equally authoritative.

**ARTICLE 15***Ratification and Acceptance*

1. The present Convention shall be subject to ratification or acceptance by States members of the United Nations Educational, Scientific and Cultural Organization, in accordance with their respective constitutional procedures.
2. The instruments of ratification or acceptance shall be deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization.

**ARTICLE 16***Accession*

1. The present Convention shall be open for accession by all States not members of the Organization invited to do so by the Executive Board of the United Nations Educational, Scientific and Cultural Organization.
2. Accession shall be effected by the deposit of an instrument of accession with the Director-General Cultural Organization.<sup>1</sup>

**ARTÍCULO 12***Asistencia de la Unesco*

1. Los Estados contratantes podrán solicitar la asistencia de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura para resolver cualquier problema que se plante en la aplicación de la presente Convención. La Organización prestará esa asistencia dentro de los límites de su programa y de sus recursos, en especial para crear y organizar servicios nacionales de canje.
2. La Organización tiene facultad para hacer propuestas en esta materia, por iniciativa propia, a los Estados contratantes.

**ARTÍCULO 13***Relación con tratados anteriores*

La presente Convención no modifica en modo alguno las obligaciones contraídas anteriormente por los Estados contratantes en virtud de acuerdos internacionales. No podrá interpretarse de manera que imponga una repetición de los canjes efectuados en virtud de acuerdos en vigor.

**ARTÍCULO 14***Lenguas*

La presente Convención está redactada en español, francés, inglés y ruso, siendo los cuatro textos igualmente fidedignos.

**ARTÍCULO 15***Ratificación y aceptación*

1. La presente Convención será sometida a la ratificación o aceptación de los Estados miembros de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, con arreglo a sus respectivos procedimientos constitucionales.
2. Los instrumentos de ratificación o de aceptación serán depositados ante el Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.

**ARTÍCULO 16***Adhesión*

1. La presente Convención queda abierta a la adhesión de todos los Estados no miembros de la Organización que sean invitados a adherirse a ella por el Consejo Ejecutivo de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.
2. La adhesión se efectuará mediante el depósito de un instrumento de adhesión ante el Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.

<sup>1</sup> See post, p. 4488 for correction.

**ARTICLE 12***Concours de l'Unesco*

1. Les États contractants peuvent faire appel au concours technique de l'Organisation des Nations Unies pour l'éducation, la science et la culture en vue de la solution de tout problème qui souleverait l'application de la présente Convention. L'Organisation accorde ce concours dans les limites de son programme et de ses possibilités, en particulier pour la création et l'organisation de services nationaux d'échanges.
2. L'Organisation est habilitée à faire de sa propre initiative des propositions à ce sujet aux États contractants.

**ARTICLE 13***Relations avec les accords antérieurs*

La présente Convention n'affecte en rien les obligations assumées antérieurement par les États contractants en vertu d'accords internationaux. Elle ne pourra pas être interprétée comme imposant une répétition des échanges effectués en vertu d'accords en vigueur.

**ARTICLE 14***Langues*

La présente Convention est établie en anglais, en espagnol, en français et en russe, les quatre textes faisant également foi.

**ARTICLE 15***Ratification et acceptation*

1. La présente Convention sera soumise à la ratification ou à l'acceptation des États membres de l'Organisation des Nations Unies pour l'éducation, la science et la culture, conformément à leurs procédures constitutionnelles respectives.
2. Les instruments de ratification ou d'acceptation seront déposés auprès du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.

**ARTICLE 16***Adhésion*

1. La présente Convention est ouverte à l'adhésion de tout État non membre de l'Organisation invité à y adhérer par le Conseil exécutif de l'Organisation des Nations Unies pour l'éducation, la science et la culture.
2. L'adhésion se fera par le dépôt d'un instrument d'adhésion auprès du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.

**Статья 12***Содействие со стороны Юнеско*

1. Договаривающиеся государства могут обращаться к Организации объединенных наций по вопросам образования, науки и культуры за содействием по любой технической проблеме, возникающей в связи с применением настоящей Конвенции. Организация оказывает это содействие в рамках ее программы и в пределах ее возможностей, а частности, для создания национальных служб книгообмена и организации их работы.
2. Организация уполномочивается делать по своей собственной инициативе предложения по этому вопросу договаривающимся государствам.

**Статья 13***Ранее заключенные соглашения*

Настоящая Конвенция ни в какой мере не затрагивает обязательств, ранее принятых договаривающимися государствами в рамках международных соглашений. Она не должна толковаться, как обязательство вторичного производства обменов, предусмотренных действующими соглашениями.

**Статья 14***Языки*

Настоящая Конвенция составлена на английском, испанском, русском и французском языках, причем все четыре текста имеют одинаковую силу.

**Статья 15***Ратификация и принятие*

1. Настоящая Конвенция подлежит ратификации или принятию государствами-членами Организации объединенных наций по вопросам образования, науки и культуры в соответствии с их конституционной процедурой.
2. Ратификационные грамоты или акты о принятии должны сдаваться на хранение Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры.

**Статья 16***Присоединение*

1. Присоединение к настоящей Конвенции открыто для всех государств, не являющихся членами Организации, получивших приглашение от Исполнительного совета Организации объединенных наций по вопросам образования, науки и культуры.
2. Присоединение осуществляется путем сдачи на хранение декларации о присоединении Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры.

**ARTICLE 17***Entry into Force*

The present Convention shall enter into force twelve months after the date of the deposit of the third instrument of ratification, acceptance or accession, but only with respect to those States which have deposited their respective instruments on or before that date. It shall enter into force for each other State which deposits its instrument of ratification, acceptance or accession, twelve months after the deposit of its instrument of ratification, acceptance or accession.

**ARTÍCULO 17***Entrada en vigor*

La presente Convención entrará en vigor doce meses después de haberse depositado tres instrumentos de ratificación, de aceptación o de adhesión, pero solamente para los Estados que hayan depositado sus instrumentos respectivos de ratificación, de aceptación o de adhesión en esa fecha o anteriormente. Para cada Estado que deposite un instrumento de ratificación, de aceptación o de adhesión, entrará en vigor doce meses después del depósito de ese instrumento de ratificación, de aceptación o de adhesión.

**ARTICLE 18***Territorial Extension of the Convention*

Any Contracting State may, at the time of ratification, acceptance or accession, or at any time thereafter, declare by notification addressed to the Director-General of the United Nations Educational, Scientific and Cultural Organization that the present Convention shall extend to all or any of the territories for whose international relations it is responsible. The said notification shall take effect twelve months after the date of its receipt.

**ARTÍCULO 18***Extensión de la Convención a otros territorios*

Cualquiera de los Estados contratantes podrá, en el momento de la ratificación, de la aceptación o de la adhesión, o en cualquier otro momento ulterior, declarar mediante notificación dirigida al Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura que la presente Convención se hará extensiva al conjunto o a uno cualquiera de los territorios de cuyas relaciones internacionales sea responsable. Dicha notificación producirá efecto doce meses después de la fecha en que se haya recibido.

**ARTICLE 19***Denunciation*

1. Each Contracting State may denounce the present Convention on its own behalf or on behalf of any territory for whose international relations it is responsible.
2. The denunciation shall be notified by an instrument in writing, deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization.
3. The denunciation shall take effect twelve months after the receipt of the instrument of denunciation.

**ARTÍCULO 19***Denuncia*

1. Cada uno de los Estados contratantes podrá denunciar la presente Convención en nombre propio o en el de los territorios de cuyas relaciones internacionales sea responsable.
2. Dicha denuncia se notificará mediante un instrumento escrito que será depositado ante el Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.
3. La denuncia producirá efecto doce meses después del recibo del instrumento correspondiente.

**ARTICLE 20***Notifications*

The Director-General of the United Nations Educational, Scientific and Cultural Organization shall inform the States members of the Organization, States not members of the Organization referred to in Article 16, as well as the United Nations, of the deposit of all the instruments of ratification, acceptance and accession provided for in Articles 15 and 16 and of the notifications and denunciations provided for respectively in Articles 18 and 19.

**ARTÍCULO 20***Notificaciones*

El Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura informará a los Estados miembros de la Organización, a los Estados no miembros de la Organización a que se hace referencia en el artículo 16 y a las Naciones Unidas del depósito de todos los instrumentos de ratificación, de aceptación y de adhesión previstos en los artículos 15 y 16 y de las notificaciones y denuncias previstas respectivamente en los artículos 18 y 19.

**ARTICLE 17****Entrée en vigueur**

La présente Convention entrera en vigueur douze mois après la date du dépôt du troisième instrument de ratification, d'acceptation ou d'adhésion, mais uniquement à l'égard des États qui ont déposé leurs instruments respectifs de ratification, d'acceptation ou d'adhésion à cette date ou antérieurement. Elle entrera en vigueur pour chaque État qui dépose un instrument de ratification, d'acceptation ou d'adhésion douze mois après le dépôt de cet instrument de ratification, d'acceptation ou d'adhésion.

**ARTICLE 18****Extension territoriale de la Convention**

Tout État contractant pourra, au moment de la ratification, de l'acceptation ou de l'adhésion, ou à tout moment ultérieur, déclarer par une notification adressée au Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture que la présente Convention s'étendra à l'ensemble ou à l'un quelconque des territoires dont il assure les relations internationales. Ladite notification prendra effet douze mois après la date de sa réception.

**ARTICLE 19****Dénonciation**

1. Chacun des États contractants aura la faculté de dénoncer la présente Convention en son nom propre ou au nom de tout territoire dont il assure les relations internationales.
2. La dénonciation sera notifiée par un instrument écrit déposé auprès du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.
3. La dénonciation prendra effet douze mois après la réception de l'instrument de dénonciation.

**ARTICLE 20****Notifications**

Le Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture informera les États membres de l'Organisation, les États non membres visés à l'article 16 ainsi que l'Organisation des Nations Unies, du dépôt de tous les instruments de ratification, d'acceptation ou d'adhésion mentionnés aux articles 15 et 16, de même que des notifications et dénonciations respectivement prévues aux articles 18 et 19.

**Статья 17****Вступление в силу**

Настоящая Конвенция вступит в силу по истечении двенадцати месяцев со дня сдачи на хранение третьей ратификационной грамоты или декларации о принятии или присоединении, но исключительно в отношении тех государств, которые в этот день или к этому дню сдали на хранение такую грамоту или декларацию. Она вступит в силу для каждого другого государства, сдающего на хранение свою ратификационную грамоту или декларацию о принятии или присоединении по истечении двенадцати месяцев со дня сдачи на хранение грамоты или декларации.

**Статья 18****Территориальный охват Конвенции**

Любое договаривающееся государство может в момент ратификации, принятия или присоединения, или в любой последующий момент, направить нотификацию Генеральному директору Организации объединенных наций по вопросам образования, науки и культуры о том, что действие настоящей Конвенции распространяется на все или на часть территорий, международными отношениями которых оно ведает. Данная нотификация вступает в силу по истечении двенадцати месяцев со дня ее получения.

**Статья 19****Денонсация**

1. Каждое договаривающееся государство может денонсировать настоящую Конвенцию от своего имени или от имени любой территории, международными отношениями которой оно ведает.
2. О денонсации должно быть заявлено письменной ноте, сдаваемой на хранение Генеральному директору. Организации объединенных наций по вопросам образования, науки и культуры.
3. Денонсация вступает в силу по истечении двенадцати месяцев со дня получения ноты о денонсации.

**Статья 20****Нотификация**

Генеральный директор Организации объединенных наций по вопросам образования, науки и культуры нотифицирует государства-члены Организации, государства, не являющиеся членами Организации, упоминаемые в статье 16, равно как и Организацию Объединенных Наций, о сдаче на хранение всех ратификационных грамот и деклараций о принятии или присоединении, предусматриваемых статьями 15 и 16, и об всех нотификациях и денонсациях, предусматриваемых соответственно статьями 18 и 19.

**ARTICLE 21***Revision of the Convention*

1. The present Convention may be revised by the General Conference of the United Nations Educational, Scientific and Cultural Organization, any such revision, however, binding only those States which shall become parties to the revising convention.
2. Should the General Conference adopt a new convention revising the present Convention in whole or in part, and unless the new convention otherwise provides, the present Convention shall cease to be open to ratification, acceptance or accession as from the date when the new revising convention enters into force.

**ARTICLE 22***Registration*

In accordance with Article 102 of the Charter of the United Nations,<sup>[1]</sup> the present Convention shall be registered with the Secretariat of the United Nations at the request of the Director-General of the United Nations Educational, Scientific and Cultural Organization.

**ARTÍCULO 21***Revisión de la Convención*

1. La presente Convención podrá ser revisada por la Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura. No obstante, la Convención revisada no obligará más que a los Estados que sean partes contratantes en ella.
2. Si la Conferencia General aprueba una nueva convención que modifique la presente en su totalidad o en parte, y siempre que la nueva convención no disponga lo contrario, la presente Convención dejará de estar abierta a nuevas ratificaciones, aceptaciones o adhesiones desde la fecha de entrada en vigor de la nueva convención.

**ARTÍCULO 22***Registro*

En cumplimiento del artículo 102 de la Carta de las Naciones Unidas, la presente Convención será registrada en la Secretaría de las Naciones Unidas a instancia del Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura.

<sup>1</sup> TS 993; 59 Stat. 1052.

**ARTICLE 21***Révision de la Convention*

1. La présente Convention pourra être révisée par la Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture. La révision ne liera cependant que les États qui deviendront partie à la Convention portant révision.
2. Au cas où la Conférence générale adopterait une nouvelle convention portant révision totale ou partielle de la présente Convention, et à moins que la nouvelle convention ne dispose autrement, la présente Convention cesserait d'être ouverte à la ratification, à l'acceptation ou à l'adhésion à partir de la date de l'entrée en vigueur de la nouvelle convention portant révision.

**ARTICLE 22***Enregistrement*

Conformément à l'article 102 de la Charte des Nations Unies, la présente Convention sera enregistrée au Secrétariat des Nations Unies à la requête du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture.

**Статья 21***Пересмотр Конвенции*

1. Настоящая Конвенция может быть пересмотрена Генеральной конференцией Организации объединенных наций по вопросам образования, науки и культуры. Пересмотренный текст является обязательным только для тех государств, которые станут сторонами пересмотренной Конвенции.
2. Если Генеральная конференция примет новую конвенцию, изменяющую настоящую Конвенцию в целом, или частично, причем новая конвенция не изменит этого постановления, настоящая будет закрыта для ратификации, принятия или присоединения, начиная, со дня вступления в силу новой пересмотренной Конвенции.

**Статья 22***Регистрация*

В соответствии со статьей 102 Устава Организации Объединенных Наций, настоящая Конвенция будет зарегистрирована в Секретариате Организации Объединенных Наций по просьбе Генерального директора Организации объединенных наций по вопросам образования, науки и культуры.

Done at Paris, this fifth day of December 1958, in two authentic copies bearing the signatures of the President of the tenth session of the General Conference and of the Director-General of the United Nations Educational, Scientific and Cultural Organization, which shall be deposited in the Archives of the United Nations Educational, Scientific and Cultural Organization and certified true copies of which shall be delivered to all the States referred to in Articles 15 and 16 as well as to the United Nations.

Hecha en París el cinco de diciembre de 1958, en dos ejemplares auténticos que llevan las firmas del Presidente de la Conferencia General en su décima reunión y del Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, que serán depositados en los Archivos de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura y de los cuales se enviarán copias certificadas conforme a todos los Estados a que se hace referencia en los artículos 15 y 16, así como a las Naciones Unidas.

The foregoing is the authentic text of the Convention duly adopted by the General Conference of the United Nations Educational, Scientific and Cultural Organization during its tenth session which was held in Paris and declared closed the fifth day of December 1958.

IN FAITH WHEREOF we have appended our signatures this fifth day of December 1958.

*The President of the General Conference*

JEAN BERTHOIN

Lo anterior es el texto auténtico de la Convención aprobada en buena y debida forma por la Conferencia General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura, en su décima reunión, celebrada en París y terminada el cinco de diciembre de 1958.

EN FE DE LO CUAL estampan sus firmas, en este día cinco diciembre de 1958,

*El Presidente de la Conferencia General*

JEAN BERTHOIN

*The Director General*

LUTHER H. EVANS

*El Director General*

LUTHER H. EVANS

Certified copy  
Paris,

*January 1959*

Copia certificada conforme  
París,

*H. Halevy*

*Legal Adviser  
of the United Nations Educational,  
Scientific and Cultural Organization*

*Consejero jurídico  
de la Organización de las Naciones Unidas  
para la Educación, la Ciencia y la Cultura*

Fait à Paris le cinq décembre 1958, en deux exemplaires authentiques portant la signature du Président de la Conférence générale réunie en sa dixième session et du Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture, qui seront déposés dans les archives de l'Organisation des Nations Unies pour l'éducation, la science et la culture et dont les copies certifiées conformes seront remises à tous les États visés aux articles 15 et 16 ainsi qu'à l'Organisation des Nations Unies.

СОВЕРШЕННО в Париже, пятого декабря 1958 г., в двух экземплярах, имеющих одинаковую силу, подписанных Председателем десятой сессии Генеральной конференции, Генеральным директором Организации объединенных наций по вопросам образования, науки и культуры, которые будет сданы на хранение в архив Организации объединенных наций по вопросам образования науки и культуры и должны таким образом заверенные копии которых будут препровождены всем государствам, упоминаемым в статьях 15 и 16, равно как и Организации Объединенных Наций.

Le texte qui précède est le texte authentique de la Convention dûment adoptée par la Conférence générale de l'Organisation des Nations Unies pour l'éducation, la science et la culture à sa dixième session, qui s'est tenue à Paris et qui a été déclarée close le cinquième jour de décembre 1958.

EN FOI DE QUOI ont apposé leurs signatures, ce cinquième jour de décembre 1958,

*Le Président de la Conférence générale*

*JEAN BERTHOIN*

Приведенный выше текст является подлинным текстом Конвенции, надлежащим образом принятой Генеральной конференцией Организации объединенных наций по вопросам образования, науки и культуры на ее десятой сессии, состоявшейся в Париже и закончившейся пятого декабря 1958 г.

В удостоверение чего, настоящую рекомендацию подписали сего пятого декабря 1958 г.

*Председатель Генеральной конференции*

*JEAN BERTHOIN*

*Le Directeur général*

*LUTHER H. EVANS*

*Генеральный директор*

*LUTHER H. EVANS*

Copie certifiée conforme  
Paris, 6 janvier 1959

Заверенная копия  
Париж,

*H. Evans*

*Conseiller juridique  
de l'Organisation des Nations Unies  
pour l'éducation, la science et la culture*

*Юрисконсульт Организации  
объединенных наций по вопросам  
образования, науки и культуры*



UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
ORGANIZACIÓN DE LAS NACIONES UNIDAS PARA LA EDUCACIÓN, LA CIENCIA Y LA CULTURA  
ORGANISATION DES NATIONS UNIES POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE  
ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ ПО ВОПРОСАМ ОБРАЗОВАНИЯ, НАУКИ И КУЛЬТУРЫ

Procès-verbal relating to the  
Convention concerning the Exchange of Official Publications  
and Government Documents between States,  
adopted by the General Conference at its Tenth Session,  
Paris, 3 December 1958

Acta relativa a la  
Convención sobre el Canje de Publicaciones Oficiales  
y Documentos Gubernamentales entre Estados,  
aprobada por la Conferencia General en su décima reunión,  
París, 3 de diciembre de 1958

Procès-verbal relatif à la  
Convention concernant les échanges entre États de publications officielles  
et documents gouvernementaux,  
adoptée par la Conférence générale à sa dixième session,  
Paris, 3 décembre 1958

Акт о Конвенции об обмене официальными изданиями  
и правительственные документами между государствами,  
принятой десятой сессией Генеральной конференции,  
Париж, 3 декабря 1958 г.



## PROCÈS-VERBAL

## ACTA

We, the undersigned, Jean Berthoin, President of the tenth session of the General Conference, and Vittorino Veronese, Director-General, having studied the English text of the Convention concerning the Exchange of Official Publications and Government Documents between States, certified as authentic on 5 December 1958, together with the certified true copies thereof, drawn up in conformity with the said Convention, have noted misprints or inversions in the said text, as well as in the certified true copies, in the following clauses:

Preamble, fourth paragraph.

Article 5, second sentence.

Article 16, second paragraph.

Having noted that the Report of the Programme Commission of the tenth session of the General Conference (document 10 C/Resolutions, p. 109) includes the following paragraph:

*"148. Draft conventions on the international exchange of official publications and non-official publications.* The Programme Commission received a report from its Working Party on Draft International Conventions and Recommendations in which the Working Party recorded its unanimous decision to propose that the Programme Commission transmit the two draft conventions contained in Annexes I and II of document 10 C/12 for adoption by the General Conference. The Programme Commission *approved* this proposal. In doing so, the Commission referred to the Legal Committee a question which had been raised by the delegate of the United Kingdom concerning the precise procedural steps to be prescribed following the adoption of these conventions by the General Conference. The Commission received a report on this subject from the Legal Committee (document 10 C/PRG/4) and *approved* the proposal contained therein that Article 14 of the draft convention concerning the international exchange of publications and Article 15 of the draft convention concerning the exchange of official publications be amended by the insertion, in their paragraphs 1 and 2, after the word 'ratification', of the words 'or acceptance' and that consequential amendments be made to the other relevant articles of the two draft conventions."

Having noted that the Records of the tenth session of the General Conference (document 10 C/Proceedings, p. 262) contain the following passage:

Los abajo firmantes, Jean Berthoin, Presidente de la décima reunión de la Conferencia General, y Vittorino Veronese, Director General, habiendo examinado los textos en inglés de la Convención sobre el Canje de Publicaciones Oficiales y Documentos Gubernamentales entre Estados, firmados para autenticación el 5 de diciembre de 1958, así como las copias auténticas de esos textos, establecidas en virtud de la Convención, han comprobado que, tanto dichos textos como las copias auténticas, contienen algunas erratas o inversiones tipográficas en las disposiciones siguientes:

Preámbulo, párrafo cuarto.

Artículo 5, segunda frase.

Artículo 16, segundo párrafo.

Habiendo comprobado que en el Informe de la Comisión del Programa de la décima reunión de la Conferencia General (10 C/Resoluciones, página 116) figura el siguiente párrafo:

*"148. Proyectos de convenciones sobre el canje internacional de publicaciones oficiales y no oficiales.* La Comisión del Programa recibió un informe de su grupo de trabajo sobre proyectos de convenciones internacionales y recomendaciones a los Estados Miembros en que dicho grupo de trabajo hacia constar su decisión unánime de proponer a la Comisión del Programa que transmitiera los dos proyectos de convención que figuran en los anexos I y II del documento 10 C/12 a la Conferencia General para que los aprobara. La Comisión del Programa *aprobó* esa propuesta, sometiendo al Comité Jurídico una cuestión planteada por el delegado del Reino Unido sobre el procedimiento preciso que se ha de seguir una vez que la Conferencia haya aprobado las convenciones. La Comisión recibió del Comité Jurídico un informe sobre esta cuestión (documento 10 C/PRG/4) y *aprobó* la propuesta que figura en dicho informe de que se modifiquen el artículo 14 del Proyecto de Convención sobre Canje Internacional de Publicaciones y el artículo 15 del Proyecto de Convención sobre el Canje de Publicaciones Oficiales y Documentos Gubernamentales entre Estados, insertando en sus párrafos 1 y 2 después de la palabra "ratificación" las palabras "o aceptación" y que se modifiquen, en consecuencia, los demás artículos pertinentes de los dos proyectos de convención."

Habiendo comprobado que las actas de la décima reunión de la Conferencia General (10 C/Actas, página 277) contienen los siguientes párrafos:

## PROCÈS-VERBAL

## А К Т

Nous, Jean Berthoin, président de la dixième session de la Conférence générale, et Vittorino Veronese, directeur général, après avoir examiné les textes en langue anglaise de la Convention concernant les échanges entre États de publications officielles et documents gouvernementaux signés pour authentication le 5 décembre 1958, ainsi que les copies certifiées conformes de ces textes établies en exécution de ladite Convention, avons constaté des erreurs ou inversions typographiques dans lesdits textes ainsi que dans les copies certifiées conformes, aux dispositions ci-après :

Préambule, quatrième paragraphe.  
Article 5, deuxième phrase.  
Article 16, deuxième paragraphe.

Ayant constaté que le rapport de la Commission du programme de la dixième session de la Conférence générale (document 10 C/Résolutions, p. 114) renferme le paragraphe ci-après :

*"148. Projets de conventions concernant les échanges internationaux de publications officielles et non officielles. Dans un rapport reçu du groupe de travail sur les projets de conventions et de recommandations internationales, ce groupe a proposé à l'unanimité que la commission soumette pour adoption à la Conférence générale les deux projets de convention figurant aux annexes I et II du document 10 C/12. La Commission du programme a approuvé cette proposition. En même temps, elle a décidé de saisir le Comité juridique d'une question soulevée par le délégué du Royaume-Uni au sujet de la procédure qu'il conviendrait de prescrire si ces conventions étaient adoptées par la Conférence générale. La commission a reçu du Comité juridique un rapport à ce sujet (document 10C/PRG/4) et elle a approuvé la proposition ci-après qui y figure : l'article 14 du projet de convention concernant les échanges internationaux de publications et l'article 15 du projet de convention concernant les échanges de publications officielles devraient être amendés par l'insertion, dans leurs paragraphes 1 et 2, de l'expression "ou à l'acceptation", après l'expression "à la ratification", les autres articles de ces deux projets de convention étant en outre modifiés en conséquence."*

Ayant constaté que les Actes de la dixième session de la Conférence générale (10 C/Compte rendu des débats, p. 281) contiennent le passage ci-après :

Мы, Ж. Бертуэн, Председатель десятой сессии Генеральной конференции, и Витторино Веронезе, Генеральный директор, изучив английские тексты Конвенции об обмене официальными изданиями и правительственными документами между государствами, подписанные 5 декабря 1958 г., а также должным образом заверенные копии, подготовленные во исполнение настоящей Конвенции, обнаружили типографские однотипки и перестановки в вышеупомянутых текстах, а также в заверенных копиях в нижеследующих статьях:

Преамбула, четвертый абзац.  
Статья 5, второе предложение.  
Статья 16, второй пункт.

Отмечая, что в докладе Комиссии по программе десятой сессии Генеральной конференции (10 C/Резолюции, стр. 125) содержится следующий пункт:

*"148. Проекты международных конвенций об обмене официальными и неофициальными изданиями: Комиссия по программе получила доклад своей Рабочей группы о проектах международных конвенций и рекомендаций, в котором сообщается о единогласном решении Рабочей группы предложить Комиссии по программе передать оба проекта конвенций, приводимые в Приложениях I и II к документу 10 C/12, на утверждение Генеральной конференции. Комиссия по программе одобрила это предложение. Комиссия передала Юридическому комитету вопрос, поставленный испегатом Соединенного Королевства, об уточнении процедурных мероприятий, которые должны быть установлены после принятия конвенций Генеральной конференцией. Комиссия получила от Юридического комитета доклад по этому вопросу (10 C/PRG/4) и одобрила содержащееся в нем предложение о включении в пункты 1 и 2 статьи 14 проекта Конвенции о международном обмене изданиями и статьи 15-проекта Конвенции об обмене официальными изданиями слов "или акцепта" после слова "ратификации" и о внесении соответствующих поправок в другие статьи проектов обеих конвенций."*

Отмечая, что в Актах десятой сессии Генеральной конференции (10 C/Стенографические отчеты, стр. 272) содержится следующий пункт:

**"INTERNATIONAL CONVENTIONS CONCERNING THE INTERNATIONAL EXCHANGE OF PUBLICATIONS**

"1.3 We pass on to item 15.4.1—Adoption of the Draft Convention concerning the International Exchange of Publications, and the Draft Convention concerning the Exchange of Official Publications and Government Documents between States. The texts of these Conventions appear in document 10 C/12, amended, by paragraph 148 of the Report of the Programme Commission (document 10 C/72), adopted yesterday. Does any delegate wish to speak on this matter? If not, I should like to take a vote on the two Draft Conventions separately. According to Article IV.B.4 of the Constitution, a two-thirds majority is required to adopt these Conventions. I shall first put to the vote the Draft Convention concerning the International Exchange of Publications, Annex I of document 10 C/12, as amended by paragraph 148 of document 10 C/72.

"(The vote was taken by a show of hands.)

"1.4 The first Draft Convention is adopted by 43 votes in favour, none against, and 5 abstentions. "1.5 I shall now put to the vote the Draft Convention concerning the Exchange of Official Publications and Government Documents between States, Annex II of document 10 C/12, as amended by paragraph 148 of document 10 C/72.

"(The vote was taken by a show of hands.)

"1.6 The second Draft Convention is adopted by 50 votes in favour, none against, and 4 abstentions."

Having noted that, in the English text of the Draft Convention concerning the Exchange of Official Publications and Government Documents between States, which appears in Annex II of document 10 C/12, page 7, the above-mentioned clauses read as follows, without any misprint or inversion:

*Preambulio, fourth paragraph*

"Being aware of the provisions for the exchange of official publications set forth in the Convention for the International Exchange of Official Documents, Scientific and Literary Publications and in the Convention for the Immediate Exchange of Official Journals, Public Parliamentary Annals and Documents, concluded in Brussels on 15 March 1886 and in various regional agreements for the exchange of publications."

*Article 6, second sentence*

"... This list and the number of official publications and government documents for exchange may be modified by arrangements between such authorities."

*Article 16, second paragraph*

"2. Accession shall be effected by the deposit of an instrument of accession with the Director-General of the United Nations Educational, Scientific and Cultural Organization."

**"CONVENCIENAS INTERNACIONALES SOBRE EL CANJE INTERNACIONAL DE PUBLICACIONES**

"1.3 Pasemos al punto 15.4.1: Aprobación de la Convención sobre Canje Internacional de Publicaciones y de la Convención sobre el Canje de Publicaciones Oficiales y Documentos Gubernamentales entre Estados. El texto de ambas convenciones aparece en el documento 10 C/12 modificado por el párrafo 148 del informe de la Comisión del Programa (documento 10 C/72) aprobado ayer. ¿Algún delegado desea intervenir sobre este asunto? De lo contrario procederemos a votar por separado los dos proyectos de convención. Con arreglo al párrafo 4 de la sección B del artículo IV de la Constitución, se requiere una mayoría de dos tercios para aprobar estas convenciones. Someteré primero a votación el Proyecto de Convención sobre el Canje Internacional de Publicaciones, Anexo I del documento 10 C/12 tal cual queda modificado por el párrafo 148.

"(Se procede a votación ordinaria.)

"1.4 El primer proyecto de convención queda aprobado por 43 votos a favor, ninguno en contra, y 5 abstenciones.

"1.5 Ahora someto a votación el Proyecto de Convención sobre el Canje de Publicaciones Oficiales y Documentos Gubernamentales entre Estados, Anexo II del documento 10 C/12 en la forma modificada por el párrafo 148.

"(Se procede a votación ordinaria.)

"1.6 El segundo proyecto de convención queda aprobado por 50 votos a favor, ninguno en contra, y 4 abstenciones."

Habiendo comprobado que, en el texto inglés del Proyecto de Convención sobre el Canje de Publicaciones Oficiales y Documentos Gubernamentales entre Estados que figura en el anexo II al documento 10 C/12, página 8, las disposiciones mencionadas anteriormente aparecen redactadas textualmente, sin error o inversión, en la siguiente forma :

*Preambulio, párrafo cuarto*

"Being aware of the provisions for the exchange of official publications set forth in the Convention for the International Exchange of Official Documents, Scientific and Literary Publications and in the Convention for the Immediate Exchange of Official Journals, Public Parliamentary Annals and Documents, concluded in Brussels on 15 March 1886 and in various regional agreements for the exchange of publications."

*Artículo 6, segunda frase*

"... This list and the number of official publications and government documents for exchange may be modified by arrangements between such authorities."

*Artículo 16, segundo párrafo*

"2. Accession shall be effected by the deposit of an instrument of accession with the Director-General of the United Nations Educational, Scientific and Cultural Organization."

**"CONVENTIONS INTERNATIONALES CONCERNANT LES ÉCHANGES INTERNATIONAUX DE PUBLICATIONS**

"1.3 Nous prenons maintenant le point 15.4.1 : Adoption du projet de Convention internationale concernant les échanges internationaux de publications, et du projet de Convention concernant les échanges entre États de publications officielles et documents gouvernementaux. Le texte de ces projets de convention figure dans le document 10 C/12 ; il a été modifié par la Commission du programme au paragraphe 148 de son rapport (document 10 C/72) que nous avons adopté hier. Si aucun délégué ne désire prendre la parole à ce sujet, nous passerons au vote sur chacun des deux projets de convention, séparément. Aux termes de l'article IV.B.4 de l'Acte constitutif, la majorité des deux tiers est requise pour l'adoption de ces conventions. Je mets d'abord aux voix le projet de Convention concernant les échanges internationaux de publications, qui fait l'objet de l'annexe I du document 10 C/12, modifiée par le paragraphe 148 du rapport de la commission.

"(Le vote a lieu à main levée.)

"1.4 Le premier projet de convention est adopté par 43 voix, sans opposition, avec 5 abstentions.

"1.5 Je mets maintenant aux voix le projet de convention concernant les échanges entre États de publications officielles et documents gouvernementaux (annexe II du document 10 C/12, modifiée par le paragraphe 148 du rapport de la commission).

"(Le vote a lieu à main levée.)

"1.6 Le deuxième projet de convention est donc adopté par 50 voix, sans opposition, avec 4 abstentions."

Ayant constaté que, dans le texte en langue anglaise du projet de Convention concernant les échanges entre États de publications officielles et documents gouvernementaux qui figure à l'annexe II du document 10 C/12, p. 10, les dispositions précitées se lisent comme suit; sans erreur ou inversion :

*Preamble, quatrième paragraphe*

"Being aware of the provisions for the exchange of official publications set forth in the Convention for the International Exchange of Official Documents, Scientific and Literary Publications and in the Convention for the Immediate Exchange of Official Journals, Public Parliamentary Annals and Documents, concluded in Brussels on 15 March 1886 and in various regional agreements for the exchange of publications."

*Article 5, deuxième phrase*

"... This list and the number of official publications and government documents for exchange may be modified by arrangements between such authorities."

*Article 16, deuxième paragraphe*

"2. Accession shall be effected by the deposit of an instrument of accession with the Director-General of the United Nations Educational, Scientific and Cultural Organization."

**"МЕЖДУНАРОДНЫЕ КОНВЕНЦИИ ОБ ОБМЕНЕ ИЗДАНИЯМИ**

"1.3 Теперь мы переходим к рассмотрению пункта 15.4.1 - Принятие проекта конвенции об обмене изданиями и проекта конвенции об обмене официальными изданиями и правительственные документами между государствами. Тексты конвенций приводятся в документе 10 С/12, причем в него были внесены поправки, упомянутые в пункте 148 доклада Комиссии по программе (документ 10 С/72), который был принят вчера. Желает ли кто-либо из делегатов выступить по этому вопросу? Если нет, я бы хотел приступить к голосованию. Я предлагаю проголосовать каждый проект конвенции отдельно. Согласно статье IV.B.4 Устава, для принятия этих конвенций требуется большинство в два трети голосов. В первую очередь я ставлю на голосование проект конвенции о международном обмене изданиями. Приложение I к документу 10 С/12 со внесенными в него поправками, приведенными в пункте 148.

"(Голосование производится поднятием рук.)  
"1.4 Первый проект конвенции принят 13 голосами при пяти воздержавшихся, причем голосов против подано не было.

"1.5 Теперь мы приступим к голосованию проекта конвенции об обмене официальными изданиями и правительственными документами между государствами. Приложение II к документу 10 С/12 с поправками, приведенными в пункте 148.

"(Голосование производится поднятием рук.)  
"1.6 Проект конвенции принят 50 голосами при четырех воздержавшихся, причем голосов против подано не было."

Отмечая, что в английском тексте проекта Конвенции об обмене официальными изданиями и правительственными документами между государствами, приводимым в Приложении II к документу 10 С/12, вышеупомянутые положения излагаются следующим образом, без типографических опечаток и перестановок:

*Преамбула, четвертый абзац*

"Being aware of the provisions for the exchange of official publications set forth in the Convention for the International Exchange of Official Documents, Scientific and Literary Publications and in the Convention for the Immediate Exchange of Official Journals, Public Parliamentary Annals and Documents, concluded in Brussels on 15 March 1886 and in various regional agreements for the exchange of publications."

*Статья 5, второе предложение*

"... This list and the number of official publications and government documents for exchange may be modified by arrangements between such authorities."

*Статья 16, пункт 2*

"2. Accession shall be effected by the deposit of an instrument of accession with the Director-General of the United Nations Educational, Scientific and Cultural Organization."

Have therefore deemed it appropriate to bring the foregoing findings to the notice of the States mentioned in Articles 15 and 16 of the said Convention, in order that the necessary corrections may be made.

IN FAITH WHEREOF we have signed the present procès-verbal, in two copies, at the Headquarters of the Organization, in Paris, this eighteenth day of October 1960.

*The President of the General Conference*

JEAN BERTHOIN

Han estimado, en consecuencia, pertinente que se comuniquen las precedentes comprobaciones a los Estados Miembros a los que son aplicables los artículos 15 y 16 de la Convención, para rectificación.

EN TESTIMONIO DE LO CUAL firmamos la presente acta, en doble ejemplar, en la sede de la Organización, en París, en este día dieciocho de octubre de 1960.

*El Presidente de la Conferencia General*

JEAN BERTHOIN

*The Director-General*

VITTORINO VERONESE

*El Director General*

VITTORINO VERONESE

Certified copy  
Paris, 4 March 1960

Copia certificada conforme  
París,

*Legal Adviser  
of the United Nations Educational,  
Scientific and Cultural Organization*

*Consejero Jurídico  
de la Organización de las Naciones Unidas  
para la Educación, la Ciencia y la Cultura*

*Hacme falso*

Avons estimé en conséquence qu'il y avait lieu de porter les constatations qui précédent à la connaissance des États visés aux articles 15 et 16 de ladite Convention, aux fins de rectification.

En foi de quoi nous avons signé le présent procès-verbal, en double exemplaire, au siège de l'Organisation, à Paris, ce dix-huitième jour d'octobre 1960.

Считаем поэтому необходимым довести вышеизложенное до сведения государств, о которых идет речь в статьях 15 и 16 данной Конвенции, в целях внесения исправлений.

В подтверждение чего мы подписали настоящий акт в двух экземплярах в здании Организации в Париже сего восемнадцатого октября 1960 г.

*Le Président de la Conférence générale*

JEAN BERTHOIN

*Председатель Генеральной конференции*

JEAN BERTHOIN

*Le Directeur général*

VITTORINO VERONESE

*Генеральный директор*

VITTORINO VERONESE

Copie certifiée conforme

Paris, 4 Mars 1963

*Conseiller juridique  
de l'Organisation des Nations Unies  
pour l'éducation, la science et la culture*

Заверенная копия

Париж,

*Юрист консультант Организации  
объединенных наций по вопросам  
образования, науки и культуры*

WHEREAS the Senate of the United States of America by its resolution of May 8, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the convention with the procès-verbal;

WHEREAS the convention with the procès-verbal was ratified by the President of the United States of America on May 24, 1967, in pursuance of the advice and consent of the Senate;

WHEREAS, paragraph 2 of Article 15 of the convention provides that instruments of ratification of the convention shall be deposited with the Director-General of the United Nations Educational, Scientific, and Cultural Organization and the instrument of ratification by the United States of America of the convention with the procès-verbal was so deposited on June 9, 1967;

WHEREAS the convention with the procès-verbal came into force initially on May 30, 1961, pursuant to Article 17 thereof, and will come into force with respect to the United States of America on June 9, 1968, twelve months after the deposit of its instrument 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 with the procès-verbal to the end that the same, and every article and clause thereof, shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this sixteenth day of January in the year of our Lord one thousand nine hundred sixty-eight  
[SEAL] and of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

**VIET-NAM**  
**Agricultural Commodities**

*Agreement signed at Saigon January 6, 1968;  
Entered into force January 6, 1968.*

**SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of the Republic of Viet-Nam as the third supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on March 13, 1967<sup>[1]</sup> (hereinafter referred to as the March Agreement), have agreed to sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the March Agreement, together with the following Part II.

**PART II - PARTICULAR PROVISIONS**

**ITEM I. Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Wheat Flour	United States Calendar Year 1968	60,000 metric tons	\$4,800,000

**ITEM II. Payment Terms:**

**Local Currency Terms:**

**1. Proportions of Local Currency Indicated for Specified Purposes:**

- A. United States expenditures - 20 percent.
- B. Section 104(c) - 80 percent on a grant basis to the Government of the importing country to be used as mutually agreed by the two Governments. If agreement is not reached on the use of this local currency within three years from the date of this agreement, the Government of the

<sup>1</sup> TIAS 6271, 6319; 18 UST 1219, 1755.

exporting country may make available for any purpose authorized by Section 104 of the Act [<sup>1</sup>] any of the local currency with respect to which such agreement is not reached.

2. Convertibility: Section 104(b) (1) - \$96,000.
3. Exchange Rate: 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 official rate of 80 piastres per United States dollar plus an economic consolidation surtax of 38 piastres per dollar, resulting in an effective rate of 118 piastres per dollar.

**ITEM III. Usual Marketing Table: None.**

**ITEM IV. Export Limitations:**

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or a like commodity shall be the period including United States calendar year 1968 and extending through any subsequent United States calendar year, if any, during which such commodity financed under this agreement is being imported or utilized.
- B. For the purposes of Part I, Article III A(3), of the agreement, the commodities considered to be the same as, or like, wheat flour financed under this agreement are:  
Foodgrains and foodgrains products.

**C. Permissible Export(s): None.**

**ITEM V. Self-Help Measures:**

The self-help measures applicable to this agreement are set forth in Part II, Item V of the March Agreement and the supplementary agreements of September 21, 1967 and October 24, 1967.

**ITEM VI. Other Provisions**

In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. It is understood that these funds are intended to cover only travel by persons, who are travelling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. It is further understood that the travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities for the importing country.

<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704.

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

DONE at Saigon, in duplicate, this 6th day of January 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

EUGENE M LOCKE

FOR THE GOVERNMENT OF THE  
REPUBLIC OF VIET-NAM

PHAM DANG LAM

[SEAL]

TIAS 6440

# INDONESIA

## Air Transport Services

*Agreement signed at Djakarta January 15, 1968;  
Entered into force January 15, 1968.*

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### AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE REPUBLIC OF INDONESIA

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

Recognizing the increasing importance of international air travel between the two countries and desiring to conclude an Agreement which will assure its continued development in the common welfare, and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944.<sup>[1]</sup>

Have accordingly appointed duly authorized representatives for this purpose, who have agreed as follows:

#### ARTICLE 1

For the purposes of this Agreement:

A. "Aeronautical authorities" shall mean, in the case of the Republic of Indonesia, the Minister for Communications or any person or agency authorized to perform the functions exercised at the present time by the Minister for Communications; and in the case of the United States of America the Civil Aeronautics Board or any person or entity authorized to perform the functions exercised at present by the Civil Aeronautics Board.

B. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Route Schedule of this Agreement. Such notification shall be communicated in writing, through diplomatic channels.

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<sup>1</sup> TIAS 1591; 61 Stat. 1180.

C. "Territory", in relation to a State, shall mean the land areas under the sovereignty, protection, administration or trusteeship of that State, and territorial waters adjacent thereto.

D. "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

E. "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

F. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo, or mail.

G. "Agreement" shall mean this Agreement and the annexed Route Schedule, and any amendments thereto.

## ARTICLE 2

A. Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines as follows:

- (i) To fly without landing across the territory of the other Contracting Party;
- (ii) To make stops in the said territory for non-traffic purposes; and
- (iii) To take on and discharge international traffic in passengers, cargo, and mail, separately or in combination, at the points in its territory named on each of the routes specified in the appropriate paragraph of the Route Schedule of this Agreement.

B. Nothing in paragraph A of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo, or mail carried with or without remuneration or hire and destined for another point in the territory of the other Contracting Party. However, an airline designated by one Contracting Party to provide service over a route containing more than one point in the territory of the other Contracting Party may provide a stopover at any of such points to traffic moving on a ticket or waybill providing for transportation on the same airline on a through journey to or from a point outside the territory of such other Contracting Party.

C. Notwithstanding the provisions of paragraph A of this Article, the operation of agreed services in areas of hostilities or military occupation, or in areas affected thereby, shall, in accordance with Article 9 of the Convention on International Civil Aviation be subject to the approval of the competent military authorities.

## ARTICLE 3

A. Air service on a route specified in the route schedule of this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has desig-

nated such airline or airlines for that route and the other Contracting Party has granted any operating permission that may be necessary. Such other Contracting Party shall, subject to the following paragraphs, grant this permission with a minimum of procedural delay provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated by this Agreement.

B. Each Contracting Party reserves the right to withhold or revoke the operating permission referred to in paragraph A of this Article with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event that:

- (1) such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;
- (2) such airline fails to qualify under the laws and regulations referred to in Article 4 of this Agreement; or
- (3) that Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party.

C. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 4 of this Agreement, the right to revoke such permission shall be exercised only after consultation with the other Contracting Party.

#### ARTICLE 4

A. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entering or departing from, and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the airline or airlines of the other Contracting Party upon entrance into or departure from, and while within, the territory of the first Contracting Party.

#### ARTICLE 5

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force,

shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

#### ARTICLE 6

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for use by its national aircraft engaged in similar international services.

#### ARTICLE 7

A. Each Contracting Party shall exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party in international air service.

B. The immunities granted by this Article shall apply to the items referred to in paragraph A:

- (1) introduced into the territory of one Contracting Party by the other Contracting Party or its nationals;
- (2) retained on aircraft of the airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (3) taken on board aircraft of the airlines of one Contracting Party in the territory of the other and intended for use in international air service.

#### ARTICLE 8

A. There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

B. In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as

not to affect unduly the services which the latter provide on all or part of the same routes.

C. The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirement of the public for such services.

D. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be exercised in accordance with the general principles of orderly development to which both parties subscribe and shall be subject to the general principle that capacity should be related:

- (i) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (ii) to the requirements of through airline operation; and
- (iii) to the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

#### ARTICLE 9

A. Neither Contracting Party may unilaterally impose any restriction on the airline or airlines of the other Contracting Party with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the routes specified in this Agreement.

B. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in Article 8, it may request consultation pursuant to Article 11 of the Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles. For that purpose statistics will be maintained in a manner to be determined by both Contracting Parties.

#### ARTICLE 10

A. All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be reasonable, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this agreement, within the limits of their legal powers.

B. Any rate proposed to be charged by an airline of one Contracting Party to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents or the use of unrealistic currency conversion rates.

C. It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

D. If a Contracting Party, on receipt of the notification referred to in paragraph B above, is dissatisfied with the rate proposed, it shall so inform the other Contracting Party at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

E. If a Contracting Party, upon review of an existing rate charged for carriage to or from its territory by an airline or airlines of the other Contracting Party, is dissatisfied with that rate, it shall so notify the other Contracting Party and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

F. In the event that an agreement is reached pursuant to the provisions of paragraphs D or E, each Contracting Party will exercise its best efforts to put such rate into effect.

G. (a) If, under the circumstances set forth in paragraph D, no agreement can be reached prior to the date that such rate would otherwise become effective, or

(b) If, under the circumstances set forth in paragraph E, no agreement can be reached prior to the expiration of sixty (60) days from the date of notification, then the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the rate complained of, provided, however, that the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

H. When in any case, after consultations pursuant to paragraphs D and E of this Article the aeronautical authorities of the two Contract-

ing Parties cannot agree within a reasonable time upon the appropriate rate, either Contracting Party may request arbitration pursuant to Article 12 of this Agreement. In rendering its decision or award, the arbitral tribunal shall be guided by the principles laid down in this Article.

I. Each Contracting Party undertakes to use its best efforts to insure that rates for carriage specified in terms of the national currency of one of the parties will be established in amounts which reflect the effective exchange rate (including any exchange fees or other charges) at which the airlines of the Contracting Parties can convert and remit the revenues from their transport operations in the territory of one Contracting Party into the national currency of the other Contracting Party. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file as often as monthly applications for conversion and remittance of surplus cash receipts, free of unnecessary or discriminatory documentary requirements. Each Contracting Party shall permit such conversion and remittance to be effected promptly at the exchange rate in effect at the time of application.

#### **ARTICLE 11**

Either Contracting Party may at any time request consultations on the interpretation, application, or amendment of this Agreement. Such consultations shall begin within a period of ninety (90) days from the date the other Contracting Party receives the request.

#### **ARTICLE 12**

A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

(2) If the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the International Court of Justice to designate the necessary arbitrator.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

#### ARTICLE 13

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

#### ARTICLE 14

Either Contracting Party may at any time notify the other of its intention to terminate the present Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization.

This Agreement shall terminate one year after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties.

#### ARTICLE 15

This Agreement shall come into force on the date it is signed.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate at Djakarta, this fifteenth day of January 1968.

MARSHALL GREEN

SUTOPO

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA: REPUBLIC OF INDONESIA:

**ROUTE SCHEDULE**

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in Indonesia at the points specified in this paragraph:

From the United States\* via Mexico, Society Islands, Fiji Islands, New Caledonia, New Zealand, Australia to Bali and Djakarta and beyond to Singapore, Malaysia, territory formerly comprising Indo-China, and beyond to (a) the Philippines, Hong Kong, Taiwan, Okinawa, Korea, Japan and beyond to the United States, in both directions; (b) Thailand, Burma, India and beyond via intermediate points to the United States, in both directions.

\*On services on this route, the United States points Hawaii, American Samoa and Guam may be served either as points of origin or destination or as intermediate points.

2. An airline or airlines designated by the Government of the Republic of Indonesia shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

From Indonesia via Singapore, Malaysia, Thailand, South Vietnam, Hong Kong, Taiwan, Japan to Honolulu\*, and to San Francisco, in both directions.

\*Mandatory stop in Honolulu.

3. Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

# JAPAN

## Ryukyu Islands: Advisory Committee to the High Commissioner

*Agreement effected by exchange of notes  
Signed at Tokyo January 19, 1968;  
Entered into force January 19, 1968.*

*The American Ambassador to the Japanese Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Tokyo, January 19, 1968.*

No. 627

EXCELLENCY:

I have the honor to refer to the agreement reached between Prime Minister Sato and President Johnson, in the course of their discussions concerning the Ryukyu Islands in Washington on November 14 and 15, 1967, on establishment in Naha of an Advisory Committee to the High Commissioner of the Ryukyu Islands. I wish to confirm on behalf of my Government the following understandings which have been reached between our two Governments concerning the organization and terms of reference of the new committee:

(1) An Advisory Committee to the High Commissioner of the Ryukyu Islands shall be established in Naha. The Committee shall be composed of three members. The Government of the United States of America, the Government of Japan, and the Government of the Ryukyu Islands will each name a representative to the Committee. The Committee shall operate on a permanent and full-time basis and shall be assisted by an appropriate supporting staff.

(2) The purpose of the Advisory Committee shall be to advise and make mutually agreed recommendations to the High Commissioner on economic, social and related matters which are within the powers of the High Commissioner, in order to prepare for the smooth integration of the Ryukyuans socio-economic structure into that of Japan proper when administrative rights in the islands are reverted to Japan, and to promote the economic well-being, health, education and welfare of the inhabitants of the Ryukyu Islands.

In developing such recommendations, the Committee, in particular, will seek to find ways by which economic and social differences between Japan proper and the Ryukyu Islands may be reduced and eliminated and by which the administrative, organizational and structural aspects of Ryukyuan economic and social life may be brought into greater identity with Japan proper.

The Committee shall also perform a continuing review of the state of Ryukyuan economic and social development by means of special studies and surveys and by consultation with the appropriate persons and organizations, and shall provide the High Commissioner with its recommendations concerning long-range economic planning.

(3) The Committee shall be authorized to call upon the services and facilities of the three Governments concerned to provide such information and assistance as may be required for the performance of its duties, and, when necessary, to enter into contractual agreements with private organizations to do research on its behalf.

(4) Each Government shall provide its Committee member with the appropriate supporting staff and defray the salary allowances and other direct support expenses related to its member representative and staff. All other costs will be included in a budget prepared by the Committee to be approved by the three Governments and will be shared by them in a mutually agreed proportion subject to the availability of appropriated funds.

(5) The Japan-United States Consultative Committee in Tokyo will be informed of the progress of the work of the Advisory Committee by the High Commissioner of the Ryukyu Islands.

I would appreciate it if you would confirm on behalf of the Government of Japan that the foregoing is also the understanding of your Government, and that the present note and your note in reply concurring in the understanding constitute an agreement between our two Governments.

I wish to inform you in this regard that the Government of the Ryukyu Islands concurs in the proposed arrangements described above.

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

U. ALEXIS JOHNSON

His Excellency  
TAKEO MIKI,  
*Minister for Foreign Affairs,  
Tokyo.*

もに、閣下の書簡及びこの返簡が両国政府間の合意を構成する  
ものであることを確認する光榮を有します。  
本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向  
かつて敬意を表します。

千九百六十八年一月十九日

日本国外務大臣

日本國駐在アメリカ合衆国特命全權大使

U・アレクシス・ジョンソン閣下

(5)

を支出するものとする。その他のすべての経費は、委員会が作成し、かつ、関係三政府が承認する予算に含められ、三政府がその予算上資金が割り当てられるることを条件として、三政府間で合意する割合に従つて分担するものとする。

東京にある日米協議委員会は、琉球諸島高等弁務官から諮詢委員会の作業の状況について通報を受けるものとする。本使は、貴大臣が前記の了解が貴国政府の了解でもあること並びにこの書簡及び前記の了解に同意する閣下の返簡が両国政府間の合意を構成するものであることを日本国政府に代わつて確認されれば幸いります。

これに関連し、本使は、琉球政府も前記の取極案に同意している旨を通報します。

本大臣は、前記の了解を日本国政府に代わつて確認するとと

政的、組織的及び構造的な面が一層日本本土と一体化されるような方法を探究することに努力するものとする。

委員会は、また、特別の研究及び調査並びに適当な個人及び機関との協議により、琉球諸島の経済的及び社会的発展の状況を継続的に検討し、かつ、高等弁務官に対して長期経済計画に関する勧告を行なうものとする。

(3) 委員会は、その任務の遂行のために必要とされる情報及び援助の提供を受けるため関係三政府の役務及び便宜の提供を求めることができ、また、必要な場合には、委員会に代わつて調査を行なう契約を民間の機関と結ぶことができ る。

(4) 各政府は、それぞれの委員に適當な補助要員を提供し、また、それぞれの委員及び要員の給与及び直接必要な経費

## (2)

会における一名の代表者を任命する。委員会は、常設かつ専任の態勢で運営されるものとし、適當な補助要員によつて補佐されるものとする。

諮詢委員会の目的は、琉球諸島の施政権が日本国に返還される時に同諸島の経済社会構造が日本本土におけるものと円滑に統合されるよう準備を行なうため、並びに琉球諸島の住民の経済的な安定、保健、教育及び福祉を増進するため、高等弁務官の権限内にある経済的及び社会的事項並びに関連事項について、高等弁務官に対し、助言し及び委員間で合意された勧告を行なうこととする。

このような勧告を策定するにあたり、委員会は、特に、日本本土と琉球諸島との間の経済的及び社会的格差が減少し及び除去され、また、同諸島における経済社会生活の行

*The Japanese Minister for Foreign Affairs to the American Ambassador*

書簡をもつて啓上いたします。本大臣は、日本語による訳文が次のとおりである本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、千九百六十七年十一月十四日及び十五日にワシントンで行なわれた琉球諸島に関する討議において、佐藤總理大臣とジョンソン大統領との間で到達した琉球諸島高等弁務官に対する諮詢委員会の那覇における設置に関する合意に言及する光榮を有します。本使は、新しい委員会の組織及び任務に関して両国政府間で到達した次の了解をアメリカ合衆国政府に代わつて確認いたします。

- (1) 琉球諸島高等弁務官に対する諮詢委員会を那覇に設置することとする。委員会は、三名の委員で構成する。アメリカ合衆国政府、日本国政府及び琉球政府は、それぞれ委員

*Translation*

TOKYO, January 19, 1968

EXCELLENCY,

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads in the Japanese translation thereof as follows:

[For the English language text of the note, see p. 4505.]

I have the honour to confirm on behalf of my Government the foregoing understandings and to confirm that Your Excellency's note and the present note in reply constitute an agreement between our two Governments.

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

TAKEO MIKI

*Minister for Foreign Affairs  
of Japan*

His Excellency

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

# PHILIPPINES

## Military Bases in the Philippines: Banking Facilities at Clark Air Base and Sangley Point Navy Base

*Agreement effected by exchange of notes  
Dated at Manila January 17 and 23, 1968;  
Entered into force January 23, 1968.*

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*The American Embassy to the Philippine Department of Foreign Affairs*

No. 563

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to recent informal consultations, which have taken place between officers of the Embassy and officials of the Department of Foreign Affairs, concerning the need for expansion of banking facilities at Clark Air Base and Sangley Point Navy Base. As the Government of the Philippines is aware, the need for such banking facilities to serve the requirements of these bases and their personnel has continued to increase significantly.

In order to fulfill part of this increasingly urgent need, the United States Government proposes establishment at Clark Air Base of a commercial branch by a Philippine bank. In accordance with the provisions of Article XIX of the Military Bases Agreement of 1947, [<sup>1</sup>] as amended, the consent of the Philippine Government is therefore requested for establishment within the limits of Clark Air Base of a commercial branch by a Philippine bank. This commercial branch would, of course, be subject to the exercise of all applicable control by Philippine monetary and banking authorities. The fact that it would actually be located within the limits of Clark Air Base would convey no immunity whatsoever from such Philippine controls. Philippine Government officials, when required to do so in the performance of their official duties, would be permitted to enter the Base for the purpose of examining the operations of this commercial branch.

The Prudential Bank and Trust Company, which has been designated a depository of public moneys of the United States since July 13, 1959, has proposed to the commanding officer of Clark Air Base that it be authorized to establish such a commercial branch as referred to above within the limits of the Base. Subject to the consent of the

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<sup>1</sup> TIAS 1775; 61 Stat. (pt. 4) 4028.

Philippine Government, in accordance with the provisions of Article XIX of the above referenced Military Bases Agreement, the United States Government proposes to grant such authority to the Prudential Bank and Trust Company. If the foregoing proposal meets with the approval of the Philippine Government, the Embassy suggests that this note and the Department of Foreign Affairs' affirmative reply be considered as constituting an agreement, as contemplated in Article XIX of the above referenced Military Bases Agreement.

The Embassy avails itself of this opportunity to inform the Department of Foreign Affairs that, in accordance with the provisions of Article XVIII of the above referenced Military Bases Agreement, two United States Treasury facilities, agencies of the United States Government, are being established, one at Clark Field Air Base and the other at Sangley Point Navy Base. The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

W E K

MANILA, PHILIPPINES

January 17, 1968

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*The Philippine Department of Foreign Affairs to the American Embassy*

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

In Reply, please address  
The Secretary of Foreign Affairs  
and refer to  
File No. 221-2

No. 3379

The Department of Foreign Affairs presents its compliments to the American Embassy and has the honor to refer to the Embassy's note No. 563 dated January 17, 1968, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to recent informal consultations, which have taken place between officers of the Embassy and officials of the Department of Foreign Affairs, concerning the need for expansion of banking facilities at Clark Air Base and Sangley Point Navy Base. As the Government of the Philippines is aware, the need for such banking facilities to serve the requirements of these bases and their personnel has continued to increase significantly.

"In order to fulfill part of this increasingly urgent need, the United States Government proposes establishment at Clark Air Base of a commercial branch by a Philippine bank. In accordance with the provisions of Article XIX of the Military Bases Agreement of 1947, as amended, the consent of the Philippine Government is therefore

requested for establishment within the limits of Clark Air Base of a commercial branch by a Philippine bank. This commercial branch would, of course, be subject to the exercise of all applicable control by Philippine monetary and banking authorities. The fact that it would actually be located within the limits of Clark Air Base would convey no immunity whatsoever from such Philippine controls. Philippine Government officials, when required to do so in the performance of their official duties, would be permitted to enter the Base for the purpose of examining the operations of this commercial branch.

"The Prudential Bank and Trust Company, which has been designated a depository of public moneys of the United States since July 13, 1959, has proposed to the commanding officer of Clark Air Base that it be authorized to establish such a commercial branch as referred to above within the limits of the Base. Subject to the consent of the Philippine Government, in accordance with the provisions of Article XIX of the above referenced Military Bases Agreement, the United States Government proposes to grant such authority to the Prudential Bank and Trust Company.

"If the foregoing proposal meets with the approval of the Philippine Government, the Embassy suggests that this note and the Department of Foreign Affairs' affirmative reply be considered as constituting an agreement, as contemplated in Article XIX of the above referenced Military Bases Agreement.

"The Embassy avails itself of this opportunity to inform the Department of Foreign Affairs that, in accordance with the provisions of Article XVIII of the above referenced Military Bases Agreement, two United States Treasury facilities, agencies of the United States Government, are being established, one at Clark Field Air Base and the other at Sangleys Point Navy Base.

"The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration."

The Philippine Government is agreeable to the above-mentioned proposal for the establishment at Clark Air Base of one commercial branch of the Prudential Bank and Trust Company, and considers the Embassy's note and this reply as constituting an agreement under Article XIX of the Military Bases Agreement between the Philippine Government and the United States Government.

The Department avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.

N R

MANILA, January 23, 1968.

## SIERRA LEONE

### Agricultural Commodities

*Agreement signed at Freetown January 23, 1968;  
Entered into force January 23, 1968.*

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

The Government of the United States of America and the  
Government of Sierra Leone,

Recognizing the desirability of expanding trade in agricultural  
commodities between the United States of America (hereinafter  
referred to as the exporting country) and Sierra Leone (hereinafter  
referred to as the importing country) and with other friendly

countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

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

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

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

Have agreed as follows:

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<sup>1</sup> 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

**PART I - GENERAL PROVISIONS****ARTICLE I**

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

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

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

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this

agreement shall be made within the supply periods specified in the commodity table in Part II.

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

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

any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

## ARTICLE II

### A. Initial Payment

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

**B. Type of Financing**

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

**C. Deposit of Payments**

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

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

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

**ARTICLE III****A. World Trade**

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in

these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

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

the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

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

C. Self-help

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

D. Reporting

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

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

commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

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

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

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

#### E. Procedures for Reconciliation and Adjustment of Accounts

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

#### F. Definitions

For the purposes of this agreement:

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

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement,

including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

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

## PART II - PARTICULAR PROVISIONS

## ITEM 1. Commodity Table

<u>Commodity</u>	<u>Supply Period (United States Fiscal Year)</u>	<u>Approximate Maximum Quantity (Metric tons)</u>	<u>Maximum Export Market Value (In thousands)</u>
Wheat and/or wheat flour	1968	2,500	\$203
Tobacco and/or tobacco products	1968	90	153
Ocean Transportation (estimated)			33
Total			\$389

## ITEM II. Payment Terms:

## Dollar Credit

1. Initial Payment - 5 percent
2. Number of Installment Payments - 19
3. Amount of each Installment Payment - Approximately equal annual amounts
4. Due Date of First Installment Payment - two years after date of last delivery of commodities in any calendar year.
5. Initial Interest Rate - 1 percent
6. Continuing Interest Rate -  $2\frac{1}{2}$  percent

## ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (United States Fiscal Year)</u>	<u>Usual Marketing Requirement (Metric Tons)</u>
Wheat and/or wheat flour (on a grain equivalent basis)	1968	17,500
Tobacco	1968	1,165 (of which at least 80 shall be imported from the United States of America).

**ITEM IV. Export Limitations**

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall begin on the date of this agreement and end on the final date on which said commodity financed under this agreement is being imported or utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, wheat and/or wheat flour are food grains, including products of wheat, sorghum, millet and rice.

**ITEM V. Self-Help Measures:**

1. Emphasize food production in the development plan and the government budget.
2. Accelerate the output of trained agriculturists by giving adequate financial support to Njala University College and the Rural Training Institutes.
3. Intensify rice production by encouraging farmers to adopt improved and economically sound practices.
4. Provide for joint review of information on the Government's policy and specific program for increased food production at the time of the next Sierra Leone budget presentation.
5. Carry out such other measures as may be mutually agreed upon for the purposes specified in Section 109(a) of the Act.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

## PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Freetown, in duplicate, this 23 day of

January , 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

*Robert G Miner*<sup>[1]</sup>

*G. Juxon Smith*<sup>[2]</sup>  
Colonel Mr. *G. Juxon Smith*<sup>[2]</sup>  
Chairman NRC  
Dr. A. T. Juxon-Smith

FOR THE GOVERNMENT OF SIERRA LEONE:

[SEAL.]

<sup>1</sup> Robert G Miner  
<sup>2</sup> A T Juxon-Smith, Brig.  
Chairman NRC  
Brig. A. T. Juxon-Smith

**DOLLAR CREDIT ANNEX**

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the

initial payment payable to the Government of the exporting country, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the

interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities, including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country,

but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

# **URUGUAY**

## **Agricultural Commodities**

***Agreement signed at Montevideo January 19, 1968;  
Entered into force January 19, 1968.***

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF URUGUAY FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government  
of the Oriental Republic of Uruguay,

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

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

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

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

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

Have agreed as follows:

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<sup>1</sup> 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

**PART I - GENERAL PROVISIONS****ARTICLE I**

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

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

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

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

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

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

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

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

## ARTICLE II

### A. Initial Payment

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

### B. Type of Financing

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

### C. Deposit of Payments

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

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

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

### ARTICLE III

#### A. World Trade

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

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

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement

(except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

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

B. Private Trade

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

C. Self-help

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

D. Reporting

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

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

**E. Procedures for Reconciliation and Adjustment of Accounts**

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

**F. Definitions**

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

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

**G. Applicable Exchange Rate**

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

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

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

**H. Consultation**

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

**I. Identification and Publicity**

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

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

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value (\$1,000)
Wheat and/or Wheat flour	Calendar year 1968	200,000 Metric Tons	\$12,490
Corn and/or grain sorghums	United States Fiscal year 1968	100,000 Metric Tons	\$4,840
Ocean transportation (estimated)			\$1,950
<b>TOTAL</b>			<b>\$19,280</b>

**ITEM II. Payment Terms:****A. Dollar Credit**

1. Initial Payment - 5 percent
2. Number of Installment Payments - 19
3. Amount of each Installment Payment - approximately equal annual amounts..
4. Due Date of First Installment Payment - two years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 2 percent
6. Continuing Interest Rate -  $2\frac{1}{4}$  percent

**ITEM III. Usual Marketing Requirements**

None.

**ITEM IV. Export Limitations:**

- A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall be, for wheat and/or wheat flour, calendar year 1968 and any subsequent calendar year during which the wheat and/or wheat flour are being imported or utilized, and

for corn and/or grain sorghums, United States fiscal year 1968 and any subsequent United States fiscal year during which the corn and/or grain sorghums are being imported or utilized.

B. For the purposes of Part I, Article III A (3), of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat and/or wheat flour - food grains including all types of wheat and wheat products and rice; and for corn and/or grain sorghums - feed grains including corn, grain sorghums, rye, barley.

C. Permissible Export (s)

Commodity	Quantity	Period During Which Such Exports Are Permitted
Rice	49,000 Metric Tons	Calendar Year 1968

ITEM V. Self-help Measures:

Within the framework of the Uruguayan "National Economic and Social Development Plan" the Government of the importing country undertakes to:

1. Increase actual budgetary support to its agricultural agencies and programs.
2. Press for the passage of the following legislative measures now pending before the Congress: The Seed Law, Forestation Law, Water and Soil Conservation Law, Fertilizer Law, Cooperative Law, and Tenancy Law.
3. Press for legislation that will: (a) replace the current system of export retentions with a land value and/or income tax system and (b) tax exports on a fixed ad valorem basis of real export price instead of on the basis of "aforo" value.
4. Review present price policy and develop a stable price and incentive program to increase livestock and agricultural production.

5. Conduct studies on export taxation, proposed agrarian reform law, restructuring of the rural credit system, and marketing, distribution, and storage systems in the public and private sectors, including agricultural cooperatives.

The local currency proceeds from the sales of the commodities in the importing country will be used primarily in the field of agriculture, including feeder roads, storage facilities, agricultural credit, port improvement and rural education.

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

For purposes specified in Item V. and for other economic development purposes, as may be mutually agreed upon.

**ITEM VII; Issuance of Purchase Authorizations**

Authorizations to purchase grain under the agreement would be issued in increments of approximately one-third of the value of the agreement. The first would be issued immediately after signature of the agreement, and issuance of the next two would be related to progress in signing the agricultural sector loan, a standby agreement with the IMF and passage into law of [1] the six bills referred to in the self-help section.

**PART III - FINAL PROVISIONS**

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

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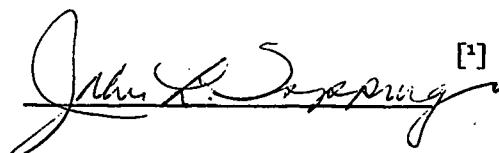
<sup>1</sup> International Monetary Fund.

B. This agreement shall enter into force upon signature.

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

DONE at Montevideo, in duplicate, this 19th day of January 1968  
in the English and Spanish languages, both equally authentic.

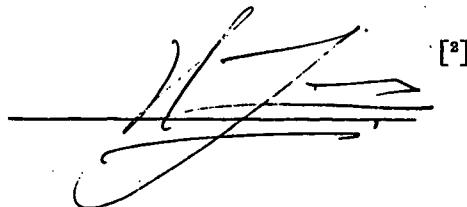
FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



[1]

A handwritten signature in black ink, appearing to read "John L. Topping".

FOR THE GOVERNMENT OF THE  
ORIENTAL REPUBLIC OF URUGUAY:



[2]

A handwritten signature in black ink, appearing to read "H Luisi".

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<sup>1</sup> John L. Topping.  
<sup>2</sup> H Luisi.

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY  
FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last

delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing

country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE  
AMERICA Y EL GOBIERNO DEL URUGUAY PARA VENTAS DE  
PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Oriental del Uruguay,

Reconociendo la conveniencia de desarrollar el comercio de productos agrícolas entre los Estados Unidos de América (llamado a continuación el país exportador) y la República Oriental del Uruguay (llamado a continuación el país importador) y con otras naciones amigas, de manera que no desplace las comercializaciones habituales del país exportador en estos productos ni afecte indebidamente los precios mundiales de los productos agrícolas o las normas corrientes del intercambio comercial con los países amigos:

Teniendo en cuenta la importancia para los países en desarrollo de sus esfuerzos en ayudarse ellos mismos hacia un mayor grado de confianza en sí mismos, incluyendo los esfuerzos para combatir sus problemas de producción de alimentos y de crecimiento de población;

Reconociendo la política del país exportador de usar su productividad agrícola para combatir el hambre y la desnutrición en los países en desarrollo, para alentar a estos países a mejorar su propia producción agrícola y para asistirlos en su desarrollo económico;

Reconociendo la determinación del país importador de mejorar su propia producción, almacenaje, y distribución de productos agrícolas alimenticios, incluyendo la reducción de desperdicios en todas las etapas del manejo de alimentos;

En el deseo de establecer los acuerdos que regirán las ventas de productos agrícolas al país importador de conformidad con el Título I de la Ley de Desarrollo y Asistencia del Comercio Agrícola, enmendada, (llamada a continuación la Ley) y las medidas que adoptarán ambos Gobiernos individual y colectivamente para promover las políticas antes mencionadas;

Han convenido lo siguiente:

**PARTE I- DISPOSICIONES GENERALES**

**ARTICULO I**

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a compradores autorizados por el Gobierno del país importador, de acuerdo con las cláusulas y condiciones establecidas en este convenio, incluyendo el anexo pertinente que es parte integral de este convenio.

B. La financiación de los productos agrícolas listados en la Parte II de este convenio estará sujeta a:

1. La emisión por parte del Gobierno del país exportador, de autorizaciones de compra y su aceptación por el Gobierno del país importador; y

2. La disponibilidad de los productos específicos en el momento de la exportación.

C. La solicitud de autorizaciones de compra se hará dentro de los 90 días después de la fecha de vigencia de este convenio, y, con respecto a cualesquiera productos adicionales o importes de productos estipulados en cualquier convenio complementario, dentro de los 90 días después de la fecha de vigencia de tal convenio complementario. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de tales productos, y otras cuestiones pertinentes.

D. Salvo que el Gobierno del país exportador lo autorice, todas las entregas de productos vendidos conforme a este convenio se efectuarán dentro de los períodos de suministro especificados en el cuadro de productos de la

**Parte II.**

E. El valor de la cantidad total de cada producto cubierto por las autorizaciones de compra para un tipo especificado de financiación autorizada por este convenio, no excederá del valor máximo del mercado de exportación especificado para ese producto y tipo de financiación en la Parte II. El Gobierno del país exportador puede limitar el valor total de cada producto a ser cubierto por autorizaciones de compra para un tipo especificado de financiación según decline el precio o le requieran otros factores del mercado, de modo que las cantidades de ese producto vendido conforme a un tipo de financiación especificado no excedan sustancialmente de la cantidad máxima aproximada aplicable especificada en la Parte II.

F. El Gobierno del país exportador sufragará la diferencia de flete marítimo por los productos que el Gobierno del país exportador exija que sean transportados en barcos de bandera de los Estados Unidos (aproximadamente el 50 por ciento por peso de los productos vendidos en virtud del convenio). La diferencia de flete marítimo se considera que es el importe, según lo determine el Gobierno del país exportador, por el cual el coste del transporte marítimo es superior (a lo que éste sería en otro caso) a causa del requisito de que los productos sean transportados en barcos de bandera de los Estados Unidos. El Gobierno del país importador no tendrá ninguna responsabilidad de reembolsar al Gobierno del país exportador o de depositar ninguna moneda local del país importador por la diferencia de flete marítimo sufragada por el Gobierno del país exportador.

G. Inmediatamente después de contratar el espacio de bodega de bandera de los Estados Unidos a ser utilizado para productos que deban ser transportados en barcos de bandera de los Estados Unidos y, en cualquier ca-

so, no después de la presentación del barco para cargar,, el Gobierno del país importador, o los compradores autorizados por él, abrirán una carta de crédito en dólares de los Estados Unidos, por el costo estimado del transporte marítimo de tales productos.

H. La financiación, venta y entrega de productos en virtud del presente convenio puede ser terminada por cualquiera de los dos Gobiernos, si ese Gobierno determina que, debido al cambio de las condiciones, es innecesaria o inconveniente la prosecución de dicha financiación, venta o entrega.

#### ARTICULO II

##### A. Pago inicial

El Gobierno del país importador pagará, o hará pagar, el pago inicial que se especifique en la Parte II de este convenio. El importe de este pago será la proporción del precio de compra ( excluyendo cualesquiera costo de transporte marítimo que puedan ser incluidos en él) igual al porcentaje especificado para el pago inicial en la Parte II, y el pago se hará en dólares de los Estados Unidos, de conformidad con la autorización de compra pertinente.

##### B. Tipo de financiación

Las ventas de los productos especificados en la Parte II serán financiadas de conformidad con el tipo de financiación indicado en la misma y, en la Parte II y en el anexo pertinente, se establecen también disposiciones especiales respecto a las ventas.

##### C. Depósito de los Pagos

El Gobierno del país importador hará, o hará que se hagan pagos al Gobierno del país exportador en las monedas, por los importes y a los tipos de cambio especificados en otra parte de este convenio, como sigue:

1. Los pagos en la moneda local de país importador(lla

mada a continuación moneda local) serán depositados en la cuenta del Gobierno de los Estados Unidos de América en cuentas que devenguen intereses, en bancos en el país importador elegidos por el Gobierno de los Estados Unidos de América.

2. Los pagos en dólares serán girados al Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, a menos que los dos Gobiernos convengan otro método de pago.

### ARTICULO III

#### A. Comercio mundial

Los dos Gobiernos tomarán las máximas precauciones para asegurar que las ventas de productos agrícolas conforme a este convenio no deplacen comercializaciones habituales del país exportador en estos productos, ni afecten indebidamente los precios mundiales de los productos agrícolas o las normas habituales del intercambio comercial con países que el Gobierno del país exportador considere le son amigos (llamados en este convenio países amigos). Al implementar esta disposición, el Gobierno de país importador:

1. garantizará que todas las importaciones desde el país exportador y desde otros países amigos hacia el país importador, pagada con los recursos del país importador, igualarán, al menos, las cantidades de productos agrícolas que se especifican en el cuadro de comercializaciones habituales indicado en la Parte II, durante cada período de importación especificado en el cuadro, y durante cada período comparable subsiguiente en el cual se entreguen productos financiados bajo este convenio. Las importaciones de productos para satisfacer estas condiciones de comercialización habitual para cada período de importación serán adicionales a las compras finanziadas conforme a este convenio.

2. tomará todas las medidas posibles para impedir la reventa, desviación en el tránsito o trasbordo hacia otros países, o el uso para otros fines que los internos, de los productos agrícolas comprados conforme a este convenio (excepto cuando tal reventa, desviación en el tránsito, trasbordo o uso sean aprobados

específicamente por el Gobierno de los Estados Unidos de América) y;

3. adoptará todas las medidas posibles para impedir la exportación de cualquier producto, ya sea de origen nacional o extranjero, que sea el mismo que, o similar a, los productos financiados en virtud de este convenio, durante el período de limitación a la exportación especificado en el cuadro de limitación a la exportación de la Parte II (salvo lo que se especifique en la Parte II o cuando dicha exportación sea aprobada expresamente de otra forma por el Gobierno de los Estados Unidos de América).

B. Comercio particular

Al llevar a cabo este convenio, los dos Gobiernos buscarán asegurar condiciones de comercio que permitan a los comerciantes particulares funcionar efectivamente.

C. Ayuda propia

La Parte II describe el programa que está emprendiendo el Gobierno del país importador para mejorar su producción, almacenamiento y distribución de productos agrícolas. El Gobierno del país importador suministrará, en la forma y las veces que lo solicite el Gobierno del país exportador, un informe del progreso que está haciendo el Gobierno del país importador al llevar a cabo dichas medidas de ayuda propia.

D. Suministro de información

Además de cualesquiera otros informes convenidos entre los dos Gobiernos, el Gobierno del país importador suministrará, al menos trimestralmente, por el período de suministro especificado en el ítem I, Parte II de este convenio y cualquier período comparable subsiguiente durante el cual se importen o utilicen productos comprados en virtud de este convenio:

1. La siguiente información en relación con cada embarque de productos recibidos en virtud del convenio: el nombre

de cada barco; la fecha de llegada; el puerto de arribo; el producto y la cantidad recibidos; la condición en que se recibió; la fecha en que se terminó la descarga; y el destino dado al cargamento, es decir, almacenado, distribuido localmente, o, si fue embarcado, lugar donde fue embarcado;

2. un informe de su parte que muestre el progreso realizado para cumplir las condiciones de comercialización habitual;

3. un informe de las medidas por él adoptadas para cumplir las disposiciones de las secciones A 2 y 3 de este Artículo; y

4. datos estadísticos sobre importaciones y exportaciones, por país de origen o de destino, de productos que son los mismos o similares a los importados en virtud del convenio.

**E. Procedimientos para reconciliación y ajuste de cuentas**

Cada uno de los dos gobiernos establecerá procedimientos apropiados para facilitar el ajuste de su correspondientes registros de los importes financiados con relación a los productos entregados durante cada año civil. La Commodity Credit Corporation del país exportador y el Gobierno del país importador pueden efectuar los ajustes en las cuentas acreedoras que convengan mutuamente que son pertinentes.

**F. Definiciones**

A los efectos de este convenio:

1. se considerará que la entrega tuvo lugar en la fecha de a bordo indicada en el conocimiento marítimo que fue firmado o inicialado en nombre del transportador,

2. se considerará que la importación tuvo lugar cuando el producto haya ingresado al país, y pasado por la aduana, si hubiere, del país importador, y

3. se considerará que la utilización tuvo lugar cuando el producto sea vendido al comercio dentro del país importador, sin restricción sobre su uso dentro del país o distribuido de otra manera al consumidor dentro del país,

G. Tipo de cambio aplicable

A los efectos de este convenio, el tipo de cambio aplicable para determinar el importe de cualquier moneda local a ser pagado al gobierno del país exportador será un tipo que no sea menos favorable para el Gobierno del país exportador que el más alto de los tipos de cambio obtenibles legalmente en el país importador, y que no sea menos favorable para el gobierno del país exportador que el más alto de los tipos de cambio obtenibles por cualquier otra nación. Con respecto a la moneda local:

1. Mientras el Gobierno del país importador mantenga un sistema de tipo de cambio unitario, el tipo de cambio aplicable será el tipo al cual la autoridad monetaria central del país importador, o su agente autorizado, venda divisas por moneda local.

2. Si no se mantuviere un sistema de tipo unitario el tipo aplicable será el tipo (convenido mutuamente por ambos gobiernos) que cumpla con los requisitos de la primera cláusula de esta sección G.

H. Consulta

Los dos Gobiernos deberán consultar, a pedido de cualquiera de ellos, respecto a cualquier asunto que surja bajo este convenio, incluyendo el funcionamiento de los arreglos efectuados de conformidad con este convenio.

I. Identificación y publicidad

El gobierno del país importador tomará a su cargo las medidas que se convengan mutuamente antes de la entrega, para la identificación de los productos alimenticios en los puntos de distribución en el país importador, y para la publicidad prevista en el inciso 103(1) de la Ley.

**PARTES II- DISPOSICIONES PARTICULARES****ITEM I. Cuadro de Productos:**

Producto	Período de suministro	Cantidad máxima aproximada	Valor máximo del mercado de exportación
			U\$S 1.000
Trigo y/o harina de trigo	Año civil 1968	200.000 toneladas métricas	U\$S 12.490
Maíz y/o sorgos graminíferos.	Año fiscal 1968 de los Estados Unidos.	100.000 toneladas métricas.	U\$S 4.840
Transporte marítimo.	(estimado)		U\$S 1.950
			U\$S 19.280

**ITEM II. Condiciones de pago****A. Crédito en dólares**

1. Pago inicial - 5 por ciento
2. Cantidad de pagos en cuotas - 19
3. Importe de cada pago de cuota- importes anuales aproximadamente iguales.
4. Fecha de vencimiento del pago de la primera cuota - dos años después de la fecha de la última entrega de productos en cada año civil.
5. Tasa de interés inicial - 2 por ciento.
6. Tasa de interés de continuación - 2,5 por ciento.

**ITEM III. Condiciones de comercialización habitual**

Ninguna.

**ITEM IV . Limitaciones a la exportación:**

- A. Con respecto a cada producto financiado bajo este convenio, el período de limitación a las exportaciones de

los mismos productos o productos similares será, para trigo y/o harina de trigo, el año civil 1968 y cualquier año civil subsiguiente durante el cual se importe o utilice el trigo y/o la harina de trigo, y para maíz y/o sorgos graníferos, el año fiscal 1968 de los Estados Unidos y cualquier año fiscal subsiguiente de los Estados Unidos durante el cual se importe o utilice el maíz y/o los sorgos graníferos.

- B.<sub>2</sub> A los efectos de la Parte I, Artículo III A (3), del convenio, los productos que se considera que son los mismos que, o similares a, los productos importados en virtud de este convenio son: para trigo y/o harina de trigo- granos alimenticios incluso todos los tipos de trigo y productos de trigo y arroz; y para maíz y/o sorgos graníferos- granos para alimentación (forraje) incluso maíz, sorgos graníferos, centeno, cebada.

C.<sub>2</sub> Exportación(es) permisible(s)

producto	cantidad	Periodo durante el cual están permitidas tales exportaciones.
Arroz	49.000 toneladas métricas.	Año civil 1968

ITEM V. Medidas de ayuda propia:

Dentro del marco del "Plan Nacional de Desarrollo Económico y Social" uruguayo, el gobierno del país importador se compromete a:

- 1.<sub>o</sub> Incrementar el apoyo presupuestal real a sus organismos y programas agrícolas.
- 2.<sub>o</sub> Urgir la aprobación de las siguientes medidas legislativas actualmente pendientes en el Parlamento: Ley de Semillas, Ley de Forestación, Ley de Conservación de agua y Suelos, Ley de Fertilizantes, Ley de Cooperativas y Ley de Arrendamientos.

3. Urgir leyes que:(a) sustituyan el actual sistema de detracciones a la exportación por un sistema impositivo sobre el valor y/o renta de la tierra y (b) gravar las exportaciones sobre una base ad valorem fija del precio real de exportación, en vez de sobre la base del valor de "aforo".

4. Rever la actual política de precios y desarrollar un programa estable de precios y estímulos, para aumentar la producción ganadera y agrícola.

5. Conducir estudios sobre tributación a la exportación, la proyectada ley de reforma agraria, la reestructuración del sistema de crédito rural y los sistemas de comercialización, distribución y almacenamiento en los sectores público y privado, incluyendo las cooperativas agrícolas.

El producido en moneda local de las ventas de los productos en el país importador será utilizado principalmente en el campo de la agricultura, incluyendo ramales camineros (feeder roads) facilidades de almacenamiento, crédito agrícola, mejoras portuarias y educación rural.

ITEM VI. Fines de desarrollo económico para los cuales se utilizará el producido acumulado al país importador .

Para los fines especificados en el Item V. y para otros fines de desarrollo económico que se convengan mutuamente.

ITEM VII. Emisión de autorizaciones de compra

Las autorizaciones para comprar granos en virtud del convenio serían emitidas en cuotas de aproximadamente un tercio del valor del convenio. La primera sería emitida inmediatamente después de la firma del convenio, y la emisión de las dos siguientes estaría relacionada con el progreso en suscribir el préstamo al sector agrícola, un con-

venio "standby" con el FMI y la aprobación de los seis proyectos de ley a que se refiere la sección de ayuda propia.

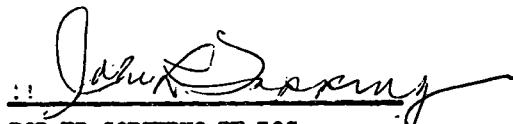
**PARTE III - DISPOSICIONES FINALES**

A. Este convenio puede ser terminado por cualquiera de los dos Gobiernos mediante aviso de terminación al otro Gobierno. Dicha terminación no reducirá ninguna de las obligaciones financieras en que haya incurrido el Gobierno del país importador a la fecha de la terminación.

B. El presente convenio entrará en vigor una vez firmado.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para este fin, firman el presente convenio.

DADO en Montevideo, en duplicado, el 19 de enero de 1968 , en inglés y español ambos igualmente auténticos.

  
John Dapary

POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA

  
John Dapary

POR EL GOBIERNO DE LA  
REPUBLICA ORIENTAL DEL  
URUGUAY.

CREDITO EN DOLARES ANEXO AL CONVENIO ENTRE EL GOBIE  
NO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE  
LA REPUBLICA ORIENTAL DEL URUGUAY PARA VENTAS DE PRO  
DUCTOS AGRICOLAS

Se aplican las siguientes disposiciones respecto a las ventas de productos financiados en condiciones de crédito en dólares:

1. Además de sufragar el costo de la diferencia de flete marítimo según se estipula en la Parte I, Artículo I F, del presente convenio, el Gobierno del país exportador financiará en condiciones de crédito el saldo de los costos de transporte marítimo de esos productos que se exige que sean transportados en barcos de bandera estadounidense. El importe del transporte marítimo (estimado) incluido en cualquier cuadro de productos que especifique condiciones de crédito, no incluye la diferencia de flete marítimo a ser sufragado por el Gobierno del país exportador, y es únicamente un estimativo del importe que será necesario para cubrir los costos de transporte marítimo a ser financiados en condiciones de crédito por el Gobierno del país exportador. Si este estimativo no fuere suficiente para cubrir estos costos, el Gobierno del país exportador proporcionará financiación adicional en condiciones de crédito para cubrir los mismos.

2. Respecto a los productos entregados en cada año civil en virtud del presente convenio, el capital del crédito (llamado a continuación principal) consistirá de:

- a. El importe en dólares desembolsado por el Gobierno del país exportador por los productos (no incluyendo costo alguno de transporte marítimo) menos cualquier parte del pago inicial pagadero al Gobierno del país exportador, y
- b. Los costos de transporte marítimo financiados por el Gobierno del país exportador de acuerdo con el párrafo 1 de este anexo (pero no la diferencia de flete marítimo).

Este capital será pagado de acuerdo con el programa de pagos de la Parte II del presente convenio. El pago de la primera cuota vencerá y será pagadero en la fecha especificada en la Parte II de este convenio. Los pagos de cuota subsiguientes vencerán y serán pagaderos a intervalos de un año después de ello. Cualquier pago de capital podrá ser efectuado antes de su fecha de vencimiento.

3. Los intereses sobre el saldo impago del capital adeudado al Gobierno del país exportador por productos entregados en cada año civil en virtud del presente convenio, comenzarán en la fecha de la última entrega de estos productos en dicho año civil. Los intereses serán pagados no después de la fecha de vencimiento de cada pago de cuota de capital, salvo que si la fecha de la primera cuota es más de un año después de tal fecha de la última entrega, el primer pago de intereses será efectuado no después de la fecha aniversario de tal fecha de la última entrega y, después de ello, el pago de intereses será efectuado no después de la fecha de vencimiento de cada pago de cuota de capital. Por el período desde la fecha en que comienzan los intereses hasta la fecha de vencimiento para el pago de la primera cuota, los intereses serán calculados a la tasa de interés inicial especificada en la Parte II del presente convenio. Después de ello, los intereses serán calculados a la tasa de interés de continuación especificada en la Parte II de este convenio.

4. El Gobierno del país importador depositará el producido que le origine la venta de los productos financiados en virtud de este convenio (después de la venta de los productos dentro del país importador) en una cuenta especial a su nombre que será utilizada con el único propósito de guardar el producido cubierto por este párrafo. Los retiros de esta cuenta serán efectuados para los fines de desarrollo económico específicos en la Parte II del presente convenio, de acuerdo con procedimientos mutuamente satisfactorios para los dos Gobiernos. El importe total depositado en virtud

de este párrafo no será inferior al equivalente en moneda nacional del desembolso en dólares efectuado por el Gobierno del país exportador en relación con la financiación de los productos, incluyendo los respectivos costos de transporte marítimo que no sean la diferencia de flete marítimo. El tipo de cambio a ser utilizado para calcular este equivalente en moneda nacional será el tipo al cual la autoridad monetaria central del país importador, o su agente autorizado, vende divisas por moneda nacional en relación con la importación comercial de los mismos productos. Cualesquiera producidos así originados que el Gobierno del país importador preste a organizaciones privadas o no gubernamentales, serán prestados a tasas de interés aproximadamente equivalentes a las cobradas por préstamos similares en el país importador. El Gobierno del país importador proporcionará, en la forma y las veces que lo solicite el Gobierno del país exportador, pero no menos frecuentemente que sobre una base anual, informes que contengan información apropiada relativa a la acumulación y uso de estos producidos, incluso información relativa a los programas para los cuales se utilizan estos fondos y, cuando los producidos se utilicen para préstamos, la tasa de interés vigente para préstamos similares en el país importador.

5. El cálculo del pago inicial en virtud de la Parte I, Artículo II, A de este convenio, y todos los cálculos de capital e intereses en virtud de los párrafos numerados 2 y 3 de este anexo, serán efectuados en dólares de los Estados Unidos.

6. Todos los pagos serán efectuados en dólares estadounidenses o, si el Gobierno del país exportador así lo dispusiera,

a. Los pagos serán efectuados en moneda nacional al tipo de cambio aplicable especificado en la Parte I, Artículo III, G del presente convenio, vigente en la fecha del pago y, a opción del Gobierno del país exportador, serán convertidos a dólares estadounidenses

al mismo tipo, o utilizados por el Gobierno del país exportador para el pago de sus obligaciones en el -- país importador, o

b. Los pagos serán efectuados en monedas fácilmente convertibles de terceros países a un tipo de cambio mutuamente convenido, y serán utilizados por el Gobierno del país exportador para el pago de sus obligaciones.-

## MALI

### Geodetic Survey

*Agreement signed at Bamako January 17, 1968;  
Entered into force January 17, 1968.*

#### **GEODETIC SURVEY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE REPUBLIC OF MALI**

1. (a) The purpose of this agreement is to provide for the coordination of effort between the Government of the United States of America and the Government of the Republic of Mali, to complete a geodetic arc across the territory of Mali for the purpose of establishing a geodetic tie between the 30th meridian arc, already established through Sudan, and existing geodetic arcs of the west coast of Africa.

(b) This collaboration of our two governments will be part of the international geodetic survey from the 30th meridian to Dakar which was proposed in August 1960 in the meetings of the International Association of Geodesy during the XIIth General Assembly of the International Union of Geodesy and Geophysics, at Helsinki, Finland. The survey was endorsed at the United Nations Regional Cartographic Conference for Africa at Nairobi, Kenya in July 1963 with the recommendation that the link from the 30th meridian into West Africa be completed at an early date.

#### **ACCORD PORTANT SUR L'EXECU- TION D'UN LEVE GEODESIQUE ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DU MALI**

1. (a) Le présent accord a pour but d'assurer la coordination des efforts entrepris par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Mali en vue de tracer un arc géodésique à travers le territoire du Mali pour les besoins de l'établissement d'une jonction géodésique entre le 30ème arc de méridien, déjà établi à travers le Soudan, et les arcs géodésiques existants de la côte occidentale de l'Afrique.

(b) Cette collaboration de nos deux gouvernements fera partie de l'étude géodésique internationale à partir du 30ème méridien jusqu'à Dakar qui a été proposée en août 1960 dans les réunions de l'Association Internationale de Géodésie pendant la XIIIème Assemblée Générale de l'Union Internationale de Géodésie et de Géophysique, à Helsinki, Finlande. L'étude a été approuvée à la Conférence Cartographique Régionale des Nations Unies pour l'Afrique à Nairobi, Kenya en juillet 1963, avec la recommandation que la jonction à partir du 30ème méridien en Afrique de l'Ouest soit terminée à une date rapprochée.

(c) The survey will establish permanent reference marks fixed in the ground at intervals of approximately 30 kilometers along the portion of the arc in Mali. These marks can serve most usefully as basic points of reference in future mapping, cadastral and development planning programs undertaken by the Government of the Republic of Mali.

Moreover, the establishment of these reference marks in completion of the 12th parallel arc across Africa will constitute an important contribution to international scientific knowledge of the size and shape of the earth.

2. There shall be established between the two governments an exchange of geodetic data concerning the country of Mali which can be used for cartographic activities of the two governments. This agreement may be expanded to include training of personnel and exchange of cartographic materials, or the development of cooperative mapping, charting and geodesy programs as agreed to by the two governments.

3. Each government shall designate an appropriate agency (s) as the responsible party (s) for carrying out the technical details of this agreement. Representatives of the designated agencies shall reach agreement concerning their respective responsibilities which shall be set forth in a memorandum of understanding.

4. Although the Government of the United States is willing to assume full financial responsibility for its part of the program, it is understood that all plans for the accomplishment of the

(c) L'étude établira des points permanents de référence fixés dans le sol à des intervalles d'environ 30 kilomètres le long de la portion de l'arc au Mali. Ces marques peuvent servir très utilement comme points de base de référence dans des programmes futurs de cartographie, de cadastre et de plans de développement entrepris par le Gouvernement de la République du Mali.

De plus, l'établissement de ces marques de référence en complétant l'arc du 12ème parallèle à travers l'Afrique constituera une importante contribution à la connaissance scientifique internationale de la dimension et de la forme de la terre.

2. Il sera procédé entre les deux gouvernements à des échanges de données géodésiques concernant le Mali qui pourront être utilisées aux fins de travaux cartographiques des deux gouvernements. Le présent accord pourra être élargi afin de prévoir la formation du personnel et l'échange de documents et renseignements cartographiques ou la mise au point de programmes coopératifs de cartographie, d'hydrographie et de géodésie, ainsi qu'il en sera convenu par les deux gouvernements.

3. Chaque gouvernement désignera un ou plusieurs services appropriés à titre de partie ou parties responsables de l'exécution des dispositions d'ordre technique du présent accord. Les représentants des services désignés devront se mettre d'accord sur leurs responsabilités respectives, lesquelles seront énoncées dans un mémorandum d'accord.

4. Bien que le Gouvernement des Etats-Unis soit disposé à assumer entièrement la charge financière correspondant à sa participation à ce programme, il est entendu que tous les plans pour

joint geodetic program proposed within this agreement are subject to the availability of personnel, materials and funds.

5. United States Government-owned property imported into Mali for the purpose of this agreement, including vehicles, shall be exempt from all customs, import and export duties and all taxes, license fees and charges of any nature, and shall be re-exported upon completion of the project. The use by the Government of the United States of airfields, highways, bridges, ferries, piers and other facilities within Mali shall be without cost and shall be facilitated by the Government of the Republic of Mali.

6. The Government of the Republic of Mali agrees that U.S. members of the survey team and its U.S. personnel, including personnel temporarily assigned, who may be present in Mali pursuant to this agreement, shall be administratively assigned to the USAID mission in Mali for the duration of this agreement and that they shall receive the privileges and immunities accorded to the administrative and technical staff of that mission. However, these arrangements are not applicable to personnel living in Mali who might be recruited for the purpose of this project.

7. The security of the personnel assigned to carry out this geodetic program shall be ensured by elements of the Ministry of Defense of Mali.

8. The Government of the Republic of Mali shall arrange with adjoining countries to make necessary ties with

l'accomplissement de ce programme géodésique conjoint proposé dans le cadre du présent accord sont fonction de la disponibilité en personnel, équipements et crédits.

5. Le matériel appartenant au Gouvernement des Etats-Unis importé au Mali pour les besoins du présent accord sera exempté, y compris les véhicules, de tous droits de douane, d'importation et d'exportation et de toutes taxes, tous frais de licence et toutes redevances, de quelque nature que ce soit, et sera réexporté après l'achèvement du projet. L'utilisation d'aéroports, routes, ponts, bacs, quais et autres installations sur le territoire du Mali par le Gouvernement des Etats-Unis sera gratuite et sera facilitée par le Gouvernement de la République du Mali.

6. Le Gouvernement de la République du Mali consent à ce que les membres américains de la mission chargée des levés et le personnel américain rattaché à celle-ci, y compris le personnel affecté temporairement, qui pourraient se trouver au Mali en vertu du présent accord, relèvent de la juridiction administrative de la mission de l'USAID au Mali pour la durée du présent accord et qu'il leur soit accordés les priviléges et immunités accordés au personnel administratif et technique de ladite mission. Toutefois ces dispositions ne sont pas applicables au personnel vivant au Mali, qui pourrait être recruté pour les besoins du projet.

7. La sécurité du personnel affecté à l'accomplissement de ce programme géodésique sera assurée par des éléments du Ministère de la Défense du Mali.

8. Le Gouvernement de la République du Mali prendra les dispositions voulues avec les pays limitrophes en vue de

the geodetic arc in these adjoining countries. The Government of the United States of America will assist in making these arrangements if desired.

9. The Government of the United States will adjust the data obtained as a result of this survey to local or other data, and will provide to the Government of the Republic of Mali the adjusted results of that portion of the arc falling within its territorial limits.

10. If, during the life of this agreement, either of the Governments desires to amend the agreement, the other government will be so notified in writing and the two governments will consult in order to arrive at an understanding.

11. The provisions of this agreement shall remain in force until six months after one of the two governments shall have notified the other in writing of its intention to terminate the agreement, or until delivery of the documents mentioned in Article 9, whichever is earlier.

DONE at Bamako in duplicate, in the English and French languages,  
This 17th day of January 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

C. ROBERT MOORE

procéder aux jonctions nécessaires avec l'arc géodésique dans lesdits pays limitrophes. Le Gouvernement des Etats-Unis d'Amérique prêtera son aide en vue de la conclusion de ces arrangements, si cette aide lui est demandée.

9. Le Gouvernement des Etats-Unis compensera les données obtenues grâce au levé prévu par le présent accord en fonction des données locales ou autres, et communiquera au Gouvernement de la République du Mali les données compensées de la portion de l'arc se trouvant en deça des limites de son territoire.

10. Au cas où, pendant la durée de validité du présent accord, l'un ou l'autre des gouvernements souhaiterait amender ledit accord, l'autre gouvernement en sera informé par écrit et les deux gouvernements se consulteront afin de parvenir à une entente.

11. Les dispositions du présent accord demeureront en vigueur pendant une période de six mois après que l'un des deux gouvernements aura informé l'autre par écrit de son intention de dénoncer l'accord, ou jusqu'au moment de la remise des documents visés à l'article 9, selon que l'une ou l'autre date sera la première à échoir.

FAIT à Bamako en double exemplaire,  
en anglais et en français,  
Ce 17ème jour de Janvier 1968.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF MALI

MAMADOU Aw

## MULTILATERAL

### Protocol for Further Prolongation of International Sugar Agreement of 1958

*Done at London November 14, 1966;*

*Signed, subject to ratification, in behalf of the United States  
of America December 22, 1966;*

*Notification of the United States of America of undertaking to  
seek ratification deposited with the Government of the United  
Kingdom of Great Britain and Northern Ireland December 22,  
1966;*

*Ratification advised by the Senate of the United States of America  
December 6, 1967;*

*Ratified by the President of the United States of America  
December 11, 1967;*

*Ratification of the United States of America deposited with the  
Government of the United Kingdom of Great Britain and  
Northern Ireland December 21, 1967;*

*Proclaimed by the President of the United States of America  
January 8, 1968;*

*Entered into force with respect to the United States of America  
December 21, 1967.*

**BY THE PRESIDENT OF THE UNITED STATES OF AMERICA****A PROCLAMATION**

WHEREAS the Protocol for the Further Prolongation of the International Sugar Agreement of 1958, done at London on November 14, 1966, was open for signature from November 14 to December 30, 1966, inclusive, and was signed by the respective Plenipotentiaries of the United States of America and forty-three other countries;

WHEREAS the text of the said Protocol in the English, French, Chinese, Russian, and Spanish languages is word for word as follows:

**PROTOCOL  
FOR THE FURTHER PROLONGATION OF THE  
INTERNATIONAL SUGAR AGREEMENT OF 1958**

*The Governments party to this Protocol,*

*Considering that the International Sugar Agreement of 1958<sup>[1]</sup> (hereinafter referred to as "the Agreement"), as extended by the Protocol of 1963<sup>[2]</sup> for the Prolongation of the International Sugar Agreement of 1958 and the Protocol of 1965<sup>[3]</sup> for the Further Prolongation of the International Sugar Agreement of 1958 (hereinafter referred to as "the previous Protocols") will expire on 31 December 1966;*

*Desiring to continue the Agreement in force for a further period pending the entry into force of a new International Sugar Agreement under the auspices of the United Nations;*

*Reaffirming their intention urgently to consider possible bases for a new International Sugar Agreement to replace the Agreement;*

*Have agreed as follows:*

**ARTICLE 1**

(1) Subject to the provisions of Article 2, the Agreement shall continue in force between the parties to this Protocol until 31 December 1968. Should a new International Sugar Agreement enter into force before that date, this Protocol shall cease to have effect on the date of the entry into force of the new International Sugar Agreement.

(2) Any Government which was not party to the Agreement but which becomes a party to this Protocol shall thereby be deemed to be a party to the Agreement as extended in force.

**ARTICLE 2**

Paragraphs (2) and (3) of Article 3, Articles 7 to 25 inclusive, Articles 41 and 42 and paragraphs (4) and (7) of Article 44 of the Agreement shall be deemed to be inoperative.

**ARTICLE 3**

(1) Governments may become party to this Protocol

- (a) by signing it; or
- (b) by ratifying, accepting or approving it after having signed it subject to ratification, acceptance or approval; or
- (c) by acceding to it.

(2) When signing this Protocol each signatory Government shall formally state whether, in accordance with its constitutional procedures, its signature is, or is not, subject to ratification, acceptance or approval.

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<sup>1</sup> TIAS 4389; 10 UST 2189.

<sup>2</sup> TIAS 5744; 15 UST 2512.

<sup>3</sup> TIAS 5933; 16 UST 1961.

**ARTICLE 4**

(1) This Protocol shall be open for signature at London from 14 November to 30 December 1966, inclusive, by the Governments party to either of the previous Protocols and by the Government of any other country referred to in Article 33 or 34 of the Agreement.

(2) Where ratification, approval or acceptance is required, the relevant instrument shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland.

(3) After 30 December 1966 this Protocol shall be open for accession by the Government of any country referred to in Article 33 or 34 of the Agreement, by deposit of an instrument of accession with the Government of the United Kingdom of Great Britain and Northern Ireland.

(4) This Protocol shall also be open for accession by the Government of any Member of the United Nations or any Government invited to the United Nations Sugar Conference, 1965, but not referred to in Article 33 or 34 of the Agreement, provided that the number of votes to be exercised in the Council by the Government desiring to accede shall first be agreed upon by the Council with that Government.

**ARTICLE 5**

(1) This Protocol shall enter into force on 1 January 1967 among those Governments which have by that date become parties to this Protocol, provided that such Governments hold 60 per cent of the votes of the importing countries and 70 per cent of the votes of the exporting countries under the Agreement as extended by the previous Protocols on 31 December 1966. Instruments of ratification, acceptance, approval or accession deposited thereafter shall take effect on the date of their deposit.

(2) In calculating whether the percentage requirements referred to in paragraph (1) of this Article have been met, a notification containing an undertaking to seek ratification, acceptance, approval or accession in accordance with constitutional procedures as rapidly as possible and if possible before 1 July 1967, received by the Government of the United Kingdom of Great Britain and Northern Ireland before 1 January 1967, shall be taken into account.

(3) If by 1 January 1967 this Protocol has not entered into force, the Governments which have satisfied the requirements of Article 3 may agree to put it into force among themselves.

**ARTICLE 6**

Where reference is made in the Agreement or in this Protocol to Governments or countries listed or referred to in particular articles, any country not referred to in Article 33 or 34 of the Agreement the Government of which either has become a party to the Agreement before 1 January 1964, or has become a party to either of the previous Protocols or to this Protocol, shall be deemed to be listed or referred to accordingly.

**ARTICLE 7**

Governments party to this Protocol undertake to pay their contributions under Article 38 of the Agreement according to their constitutional procedures. At its first session under this Protocol the Council shall approve its budget for the first year and assess the contributions to be paid by each Participating Government.

**ARTICLE 8**

(1) The Government of the United Kingdom of Great Britain and Northern Ireland shall promptly inform all Governments represented at the United Nations Sugar Conference, 1965, of each signature, ratification, acceptance and approval of this Protocol, of each accession thereto, of each notification received pursuant to paragraph (2) of Article 5 and of the date of entry into force of this Protocol.

(2) This Protocol, of which the English, Chinese, French, Russian and Spanish texts are equally authoritative, shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified copies thereof to each signatory and acceding Government.

IN WITNESS WHEREOF the undersigned, having been duly authorised to this effect by their respective Governments, have signed this Protocol.

DONE at London, the fourteenth day of November, one thousand nine hundred and sixty-six.

**PROTOCOLE  
PORTANT NOUVELLE PROROGATION DE  
L'ACCORD INTERNATIONAL SUR LE SUCRE DE 1958**

*Les gouvernements Parties au présent Protocole,*

*Considérant* que l'Accord international sur le sucre de 1958 (ci-après dénommé "l'Accord"), tel qu'il a été maintenu en vigueur par le Protocole de 1963 portant prorogation de l'Accord international sur le sucre de 1958 et par le Protocole de 1965 portant nouvelle prorogation de l'Accord international sur le sucre de 1958 (ci-après dénommés "Protocoles antérieurs") prendra fin le 31 décembre 1966,

*Désireux* de maintenir l'Accord en vigueur pour une nouvelle période en attendant l'entrée en vigueur d'un nouvel accord international sur le sucre sous les auspices des Nations Unies,

*Réaffirmant* leur intention d'examiner d'urgence les bases qui permettraient la conclusion d'un nouvel accord international sur le sucre destiné à remplacer l'Accord,

*Sont convenus* de ce qui suit:

**ARTICLE 1**

1. Sous réserve des dispositions de l'article 2, l'Accord est maintenu en vigueur entre les Parties au présent Protocole jusqu'au 31 décembre 1968. Si un nouvel accord international sur le sucre entre en vigueur avant cette date, le présent Protocole cessera d'avoir effet à la date d'entrée en vigueur du nouvel accord international sur le sucre.

2. Tout gouvernement qui n'était pas Partie à l'Accord mais qui devient Partie au présent Protocole est considéré comme étant Partie à l'Accord tel qu'il est maintenu en vigueur.

**ARTICLE 2**

Les paragraphes 2 et 3 de l'article 3, les articles 7 à 25 inclus, les articles 41 et 42 et les paragraphes 4 et 7 de l'article 44 de l'Accord sont considérés comme étant inopérants.

**ARTICLE 3**

1. Les gouvernements deviennent Parties au présent Protocole
  - a) en le signant; ou
  - b) en le ratifiant, en l'acceptant ou en l'approuvant après l'avoir signé sous réserve de ratification, d'acceptation ou d'approbation; ou
  - c) en y adhérant.
2. En signant le présent Protocole, chaque gouvernement signataire indique expressément si, conformément à ses procédures constitutionnelles, sa signature est ou non soumise à ratification, acceptation ou approbation.

**ARTICLE 4**

1. Le présent Protocole sera ouvert à la signature des gouvernements Parties à l'un des Protocoles antérieurs et du gouvernement de tout autre pays visé aux articles 33 ou 34 de l'Accord, à Londres, du 14 novembre au 30 décembre 1966 inclus.

2. Lorsque la ratification, l'approbation ou l'acceptation est requise, l'instrument pertinent sera déposé auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

3. Après le 30 décembre 1966, le présent Protocole sera ouvert à l'adhésion du gouvernement de tout pays visé aux articles 33 ou 34 de l'Accord; l'adhésion se fera par le dépôt d'un instrument auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

4. Le présent Protocole sera aussi ouvert à l'adhésion du gouvernement de tout Membre de l'Organisation des Nations Unies ou de tout gouvernement invité à la Conférence des Nations Unies sur le sucre de 1965, mais non visé aux articles 33 ou 34 de l'Accord, à condition que le nombre de voix dont ce gouvernement disposera au Conseil soit préalablement fixé d'un commun accord entre le Conseil et ledit gouvernement.

**ARTICLE 5**

1. Le présent Protocole entrera en vigueur le 1<sup>er</sup> janvier 1967 entre les gouvernements qui seront devenus Parties au présent Protocole à cette date, à condition que ces gouvernements détiennent 60 pour cent des voix des pays importateurs et 70 pour cent des voix des pays exportateurs aux termes de l'Accord tel qu'il a été prorogé par les Protocoles antérieurs au 31 décembre 1966. Les instruments de ratification, d'acceptation, d'approbation et d'adhésion déposés par la suite prendront effet à la date de leur dépôt.

2. Pour déterminer si les pourcentages visés au paragraphe 1 du présent article sont atteints, il sera tenu compte de toute notification reçue par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord avant le 1<sup>er</sup> janvier 1967 et par laquelle un gouvernement s'engage à s'efforcer d'obtenir aussi rapidement que possible et si possible avant le 1<sup>er</sup> juillet 1967, conformément à ses procédures constitutionnelles, la ratification, l'acceptation ou l'approbation du présent Protocole ou l'adhésion à ce Protocole.

3. Si, au 1<sup>er</sup> janvier 1967, le présent Protocole n'est pas entré en vigueur, les gouvernements qui ont rempli les conditions fixées par l'article 3 pourront convenir de mettre le présent Protocole en vigueur entre eux.

**ARTICLE 6**

Lorsque, dans l'Accord ou le présent Protocole, sont visés des gouvernements ou des pays qui sont énumérés ou visés dans certains articles, tout pays non visé aux articles 33 ou 34 de l'Accord et dont le gouvernement est devenu Partie à l'Accord avant le 1<sup>er</sup> janvier 1964 ou est devenu Partie à l'un des Protocoles antérieurs ou au présent Protocole sera considéré comme faisant partie des pays énumérés ou visés dans ces articles.

**ARTICLE 7**

Les gouvernements Parties au présent Protocole s'engagent à payer les contributions qui leur incombent aux termes de l'article 38 de l'Accord conformément à leurs procédures constitutionnelles. A la première session qu'il tiendra sous le régime du présent Protocole, le Conseil votera le budget de l'année et fixera les cotisations à verser par chaque gouvernement participant.

**ARTICLE 8**

1. Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord informera sans tarder tous les gouvernements représentés à la Conférence des Nations Unies sur le sucre de 1965 de toute signature, ratification, acceptation et approbation du présent Protocole, de toute adhésion à ce Protocole et de toute notification qu'il aura reçue en application du paragraphe 2 de l'article 5, ainsi que de la date d'entrée en vigueur dudit Protocole.

2. Le présent Protocole, dont les textes en langues anglaise, chinoise, espagnole, française et russe font également foi, sera déposé auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires ou adhérents.

**EN FOI DE QUOI**, les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Protocole.

FAIT à Londres, le quatorze novembre mil neuf cent soixante-six.

## 再度延長一九五八年國際糖業協定之議定書

本議定書當事國政府，

鑑於一九五八年國際糖業協定（以下簡稱“該協定”）前經以延長一九五八年國際糖業協定之一九六三年議定書及再度延長一九五八年國際糖業協定之一九六五年議定書（以下簡稱“前此各議定書”）予以延展，現將於一九六六年十二月三十一日滿期；

深願在聯合國主持下簽訂之新國際糖業協定發生效力以前該協定再繼續有效一段時期；

重申其意願，亟欲考慮據以擬訂新國際糖業協定以代替該協定之可能基礎；

爰議定條款如下：

### 第一條

(一) 以不違反第二條之規定為限該協定在本議定書當事國間應繼續有效至一九六八年十二月三十一日。如新國際糖業協定於該日以前發生效力本議定書應即於新國際糖業協定發生效力之日起作廢。

(二) 任何國政府原非該協定之當事國而成為本議定書當事國者應即視為延長效力後之該協定之當事國。

### 第二條

該協定第三條第(二)項及第(三)項第七條至第二十五條第

四十一條、第四十二條及第四十四條第(四)項及第(七)項應視為無效。

### 第三條

- (一) 各國政府得按下列方式之一成為本議定書當事國：
  - (甲) 簽署本議定書，或
  - (乙) 在以須經批准、接受或核可為條件簽署本議定書後批准、接受或核可本議定書，或
  - (丙) 加入本議定書。
- (二) 各簽署國政府於簽署本議定書時應正式聲明依其本國憲法程序其簽署是否須經批准、接受或核可。

### 第四條

- (一) 本議定書應自一九六六年十一月十四日起至十二月三十日止在倫敦聽由前此任一議定書當事國政府及該協定第三十三條或第三十四條所指稱任何其他國家政府簽署。
- (二) 在須經批准、接受或核可時，應將有關文書交存大不列顛及北愛爾蘭聯合王國政府。
- (三) 本議定書應於一九六六年十二月三十日以後聽由該協定第三十三條或第三十四條所指稱任何國家政府加入，加入書交存大不列顛及北愛爾蘭聯合王國政府。
- (四) 本議定書亦應聽由聯合國任何會員國政府或被邀參加一九六五年聯合國糖業會議而為該協定第三十三條或第三十四條所未指稱之任何政府加入，但願加入政府在理事會所得行使之立法權數應先由理事會與該政府議定之。

### 第五條

(一) 本議定書應自一九六七年一月一日起，在該日前業已成為本議定書當事國之各國政府間生效，但此等國家須於一九六六年十二月三十一日佔前此各議定書延長之該協定所規定之輸入國表決權總數百分之六十及輸出國表決權總數百分之七十，嗣後交存之批准書、接受書、核可書或加入書應於其交存之日起生效。

(二) 於計算是否已符合本條第(一)項所稱之百分比條件時，其經提出通知書，擔允設法儘速並儘可能在一九六七年七月一日以前依據憲法程序批准接受、核可或加入並經大不列顛及北愛爾蘭聯合王國政府於一九六七年一月一日以前收到者，此項通知書應予計入。

(三) 如至一九六七年一月本議定書尚未生效，則滿足第三條條件之各國政府得協議在各該國間實施本議定書。

### 第六條

凡該協定或本議定書述及某某條款所列舉或指稱之政府或國家時，該協定第三十三條或第三十四條所未指稱之任何國家其政府已於一九六四年一月一日以前成為該協定當事國或成為前述各議定書或本議定書之當事國者，應視為業經列舉或指稱。

### 第七條

本議定書當事國政府擔允各依本國憲法程序按照該協定第三十八條之規定繳納會費。理事會於根據本議定書舉行第一屆會時應核定第一年度之預算並攤派每一參加國政府所應繳納之會費。

## 第八條

(一) 大不列顛及北愛爾蘭聯合王國政府應將各國簽署批准，  
接受核可加入本議定書情事依據第五條第(二)項收到之每一通  
知書及本議定書生效日期迅速告知出席一九六五年聯合國糖業  
會議之所有各國政府。

(二) 本議定書應交存大不列顛及北愛爾蘭聯合王國政府，其  
中英法俄西班牙文各本同一作準。該國政府應將其正式副本分  
送各簽署國及加入國政府。

為此，下列簽字人各稟其本國政府正式授予之權，謹簽字於本  
議定書，以昭信守。

公曆一九六六年十一月十四日訂於倫敦。

ПРОТОКОЛ О ДАЛЬНЕЙШЕМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ  
МЕЖДУНАРОДНОГО СОГЛАШЕНИЯ ПО САХАРУ 1958 ГОДА

Правительства-участники настоящего Протокола,

принимая во внимание тот факт, что срок действия Международного соглашения по сахару 1958 года (называемого в дальнейшем "Соглашением"), который был продлен Протоколом 1963 года о продлении Международного соглашения по сахару 1958 года и Протоколом 1965 года о дальнейшем продлении Международного соглашения по сахару 1958 года (называемыми в дальнейшем "предыдущими протоколами"), истекает 31 декабря 1966 года,

желая сохранить Соглашение в силе на дальний период до вступления в силу нового международного соглашения по сахару под эгидой Организации Объединенных Наций,

вновь подтверждая свое намерение рассмотреть в срочном порядке возможные основы для нового международного соглашения по сахару, которое заменило бы Соглашение,

договорились о нижеследующем:

Статья 1

- 1) С учетом положений статьи 2 Соглашение остается в силе между участниками настоящего Протокола до 31 декабря 1968 года. В случае если до этой даты войдет в силу новое международное соглашение по сахару, настоящий Протокол утратит свою силу в день вступления в силу нового международного соглашения по сахару.
- 2) Любое правительство, которое не является участником Соглашения, но которое стало участником настоящего Протокола, будет в силу этого рассматриваться как участник продленного Соглашения.

**Статья 2**

Пункты 2 и 3 статьи 3, статьи 7-25 включительно, статьи 41 и 42 и пункты 4 и 7 статьи 44 Соглашения считаются утратившими силу.

**Статья 3**

- 1) Правительства могут стать участниками настоящего Протокола.
  - a) путем подписания его, или
  - b) путем ратификации, принятия или утверждения его после подписания с условием последующей ратификации, принятия или утверждения, или
  - c) путем присоединения к нему.
- 2) При подписании настоящего Протокола каждое подписывающее Протокол правительство официально заявит, подлежит ли или не подлежит в соответствии с его конституционной процедурой подписанный им Протокол ратификации, принятию или утверждению.

**Статья 4**

- 1) Настоящий Протокол будет открыт в Лондоне с 14 ноября по 30 декабря 1966 года включительно для подписания правительствами-участниками какого-либо из предыдущих протоколов, а также правительством любой другой страны, упомянутой в статье 33 или 34 Соглашения.
- 2) В тех случаях, когда требуется ратификация, утверждение или принятие, соответствующий документ сдается на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии.
- 3) После 30 декабря 1966 года настоящий Протокол будет открыт для присоединения к нему правительства любой страны, упомянутой в статье 33 или 34 Соглашения, путем сдачи на хранение акта о присоединении правительству Соединенного Королевства Великобритании и Северной Ирландии.

4) Настоящий Протокол будет также открыт для присоединения к нему правительства любого члена Организации Объединенных Наций или любого правительства, которое было приглашено на Конференцию Организации Объединенных Наций по сахару 1965 года, но которое не упомянуто в статье 33 или 34 Соглашения, при условии, что число голосов, которым будет обладать в Совете правительство, желающее присоединиться, будет сначала согласовано Советом с этим правительством.

#### Статья 5

1) Настоящий Протокол вступит в силу 1 января 1967 года между теми правительствами, которые к этой дате станут участниками настоящего Протокола, при условии, что такие правительства будут иметь 60% голосов импортирующих стран и 70% голосов экспортirующих стран, в соответствии с Соглашением, про-дленным предыдущими протоколами, на 31 декабря 1966 года.

Ратификационные грамоты или акты о принятии, утверждении или присоединении, сданные на хранение после этой даты, вступят в силу в день сдачи их на хранение.

2) При подсчете процентных долей голосов, с тем чтобы определить, удовлетворены ли в этом отношении требования, упомянутые в пункте 1 настоящей статьи, учитываются уведомления, полученные правительством Соединенного Королевства Великобритании и Северной Ирландии до 1 января 1967 года и содержащие обязательство принять меры для обеспечения ратификации, принятия, утверждения или присоединения в соответствии с конституционной процедурой по возможности быстрее и, если возможно, до 1 июля 1967 года.

3) Если к 1 января 1967 года настоящий Протокол не вступит в силу, правительства, удовлетворяющие требованиям статьи 3, могут договориться о введении его в силу между собой.

#### Статья 6

В тех случаях, когда в Соглашении или в настоящем Протоколе упоминаются правительства или страны, поименованные или упомянутые в определенных статьях, любая страна, которая не упомянута в статье 33 или 34 Соглашения, но правительство которой либо стало участником Соглашения до 1 января 1964 года, либо стало участником какого-либо из предыдущих протоколов или настоящего Протокола, считается соответственно поименованной или упомянутой.

#### Статья 7

Правительства-участники настоящего Соглашения обязуются уплачивать свои взносы согласно статье 38 Соглашения в соответствии со своими конституционными процедурами. На своей первой сессии в соответствии с настоящим Протоколом Совет утвердит свой бюджет на первый год и установит размер взноса, подлежащего уплате каждым правительством-участником.

#### Статья 8

- 1) Правительство Соединенного Королевства Великобритании и Северной Ирландии незамедлительно уведомляет все правительства, которые были представлены на Конференции Организации Объединенных Наций по сахару 1965 года, о каждом случае подписания, ратификации, принятия и утверждения настоящего Протокола, о каждом случае присоединения к нему, о каждом уведомлении, полученном в соответствии с пунктом 2 статьи 5, и о дате вступления в силу настоящего Протокола.
- 2) Настоящий Протокол, русский, английский, испанский, китайский и французский тексты которого имеют одинаковую силу, будет сдан на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии, которое направит его заверенные копии каждому правительству, подписавшему его или присоединившемуся к нему.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должностным образом на то уполномочены своими правительствами, подписали настоящий Протокол.

СОВЕРШЕНО в Лондоне четырнадцатого ноября тысяча девятьсот шестьдесят шестого года.

**PROTOCOLO****POR EL QUE SE PRORROGA NUEVAMENTE LA VIGENCIA  
DEL CONVENIO INTERNACIONAL DEL AZUCAR DE 1958**

*Los Gobiernos Parte en el presente Protocolo,*

*Considerando* que el Convenio Internacional del Azúcar de 1958 (en adelante denominado "el Convenio"), cuya vigencia fue prorrogada por el Protocolo de 1963 para prolongar la vigencia del Convenio Internacional del Azúcar de 1958 y por el Protocolo de 1965 por el que se prorroga nuevamente la vigencia del Convenio Internacional del Azúcar de 1958 (en adelante denominados "los Protocolos anteriores") expirará el 31 de diciembre de 1966.

*Deseando* prorrogar el Convenio vigente por un nuevo período hasta que entre en vigor un nuevo convenio internacional del azúcar con los auspicios de las Naciones Unidas,

*Reafirmando* su propósito de examinar urgentemente las posibles bases de un nuevo convenio internacional del azúcar que venga a sustituir el Convenio,

*Han convenido* en lo siguiente:

**ARTÍCULO 1**

1. A reserva de lo dispuesto en el artículo 2, el Convenio continuará en vigor entre las Partes en el presente Protocolo hasta el 31 de diciembre de 1968. Si con anterioridad a dicha fecha entrara en vigor un nuevo convenio internacional del azúcar, el presente Protocolo dejará de tener efecto en la fecha en que entre en vigor el nuevo convenio internacional del azúcar.

2. Todo Gobierno que no fuese Parte en el Convenio, pero que adquiera la calidad de Parte en el presente Protocolo, se considerará por este hecho como Parte en el Convenio, cuya vigencia se prorroga.

**ARTÍCULO 2**

Los párrafos 2 y 3 del artículo 3, los artículos 7 a 25 ambos inclusive, los artículos 41 y 42 y los párrafos 4 y 7 del artículo 44 del Convenio se considerarán no vigentes.

**ARTÍCULO 3**

1. Los Gobiernos pueden adquirir la calidad de Partes en el presente Protocolo:

- a) mediante firma; o
- b) mediante ratificación, aceptación o aprobación después de haberlo firmado sujeto a ratificación, aceptación o aprobación; o
- c) mediante adhesión.

2. Al firmar el presente Protocolo, cada Gobierno signatario declarará formalmente si su firma está o no sujeta a ratificación, aceptación o aprobación de conformidad con su procedimiento constitucional.

**ARTÍCULO 4**

1. El presente Protocolo estará abierto a la firma en Londres, desde el día 14 de noviembre hasta el día 30 de diciembre de 1966, ambos inclusive, para los Gobiernos Parte en uno cualquiera de los Protocolos anteriores y para el Gobierno de cualesquiera de los países mencionados en los artículos 33 ó 34 del Convenio.

2. Siempre que se necesite la ratificación, aprobación o aceptación, se depositará el instrumento pertinente ante el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

3. Después del 30 de diciembre de 1966, el presente Protocolo estará abierto a la adhesión del Gobierno de cualesquiera de los países mencionados en los artículos 33 ó 34 del Convenio, mediante el depósito de un instrumento de adhesión ante el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

4. El presente Protocolo estará asimismo abierto a la adhesión del Gobierno de cualquier Estado Miembro de las Naciones Unidas o de cualquier Gobierno invitado a la Conferencia de las Naciones Unidas sobre el Azúcar, 1965, pero no mencionado en los artículos 33 ó 34 del Convenio, con la condición de que el número de votos de que dispondrá en el Consejo el Gobierno que desee adherirse será objeto de un acuerdo previo entre el Consejo y dicho Gobierno.

**ARTÍCULO 5**

1. El presente Protocolo entrará en vigor el 1 de enero de 1967 entre aquellos Gobiernos que en esa fecha sean Parte en el presente Protocolo, siempre que dichos Gobiernos reúnan, el 31 de diciembre de 1966, el 60% de los votos de los países importadores y el 70% de los votos de los países exportadores, conforme a lo dispuesto en el Convenio según fue prorrogado por los Protocolos anteriores. Los instrumentos de ratificación, aceptación, aprobación o adhesión depositados posteriormente surtirán efecto a partir de la fecha en que se depositen.

2. Para determinar si se ha alcanzado o no el porcentaje que se estipula en el párrafo 1 del presente artículo, se tendrá en cuenta una notificación que el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte haya recibido antes de 1 de enero de 1967 y que contenga el compromiso de procurar, a la mayor brevedad y de ser posible antes del 1 de julio de 1967, y con arreglo a los procedimientos constitucionales, la ratificación, aceptación, aprobación o adhesión.

3. Si el presente Protocolo no hubiera entrado en vigor en 1 de enero de 1967, los Gobiernos que hayan cumplido los requisitos estipulados en el artículo 3 podrán convenir en ponerlo en vigor entre ellos.

**ARTÍCULO 6**

Cuando en el Convenio o en el presente Protocolo se haga referencia a Gobiernos o a países enumerados o mencionados en determinados artículos, se considerará como enumerado o mencionado en dichos artículos a todo país no mencionado en los artículos 33 ó 34 del Convenio cuyo

Gobierno haya pasado a ser Parte en el Convenio antes del 1 de enero de 1964 o haya pasado a ser Parte en uno cualquiera de los Protocolos anteriores o en el presente Protocolo.

#### ARTÍCULO 7

Los Gobiernos Parte en el presente Protocolo se obligan a pagar las contribuciones estipuladas en el artículo 38 del Convenio, de conformidad con sus procedimientos constitucionales. En el primer período de sesiones que celebre, de conformidad con el presente Protocolo, el Consejo aprobará su presupuesto para el primer ejercicio y determinará las contribuciones que debe pagar cada Gobierno participante.

#### ARTÍCULO 8

1. El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte informará sin demora a todos los gobiernos participantes en la Conferencia de las Naciones Unidas sobre el Azúcar, 1965, de cada firma, ratificación, aceptación y aprobación del presente Protocolo, de cada adhesión al mismo, de cada notificación recibida de conformidad con el párrafo 2 del artículo 5 y de la fecha de entrada en vigor del presente Protocolo.

2. El presente Protocolo, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, quedará depositado en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, que transmitirá copias certificadas del mismo a cada Gobierno que sea signatario de este Protocolo o que se haya adherido al mismo.

**EN FE DE LO CUAL** los que suscriben, debidamente autorizados al efecto por sus respectivos Gobiernos, han firmado este Protocolo.

**HECHO** en Londres, el catorce de noviembre de mil novecientos sesenta y seis.

**FOR ARGENTINA:**

**POUR L'ARGENTINE:**

**阿根廷:**

**За Аргентину:**

**POR LA ARGENTINA:**

Esta firma está sujeta a la aprobación y ratificación.

**E. McLOUGHLIN**

**FOR AUSTRALIA:**

**POUR L'AUSTRALIE:**

**澳大利亞:**

**За Австралию:**

**POR AUSTRALIA:**

This signature is not subject to ratification, acceptance or approval.

**A. R. DOWNER**

**FOR BELGIUM:**

**POUR LA BELGIQUE:**

**比利時:**

**За Бельгию:**

**POR BÉLGICA:**

Cette signature est donnée au nom de l'Union économique belgo-luxembourgeoise, sous réserve de ratification. [<sup>1</sup>]

**J. VAN DEN BOSCH**

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<sup>1</sup> "This signature is given on behalf of the Belgium-Luxembourg Economic Union, subject to ratification." (Translation)

**FOR BOLIVIA:**

**POUR LA BOLIVIE:**

**玻利維亞:**

**За Боливию:**

**POR BOLIVIA:**

**FOR BRAZIL:**

**POUR LE BRÉSIL:**

**巴西:**

**За Бразилию:**

**POR EL BRASIL:**

This signature is not subject to ratification, acceptance or approval.

**GEORGE A. MACIEL**

**FOR CANADA:**

**POUR LE CANADA:**

**加拿大:**

**За Канаду:**

**POR EL CANADÁ:**

This signature is not subject to ratification, acceptance or approval.

**LIONEL CHEVRIER**

**FOR CEYLON:**

**POUR CEYLAN:**

錫蘭:

За Цейлон:

**POR CEILÁN:**

**FOR CHILE:**

**POUR LE CHILI:**

智利:

За Чили:

**POR CHILE:**

FOR CHINA:

POUR LA CHINE:

中國：

За Китай:

POR LA CHINA:

[<sup>1</sup>]   
中華民國政府於中國唯一合法政府，茲聲明此項宣言。  
特此布。因該行郵之名：凡與中華民國之關係均係  
據稱：為何處所保留視為有效，謹序此狀。

[<sup>1</sup>] 

<sup>1</sup> "Ratification, acceptance or approval not necessary.

"The Government of the Republic of China is the only legitimate Government of China. In signing this Protocol, I declare, in the name of my Government, that any statements or reservations made thereto which are in conflict with the legitimate position of the Government of the Republic of China are illegal and therefore null and void. Liu Tsing-chang." (Translation)

**FOR COLOMBIA:**

**POUR LA COLOMBIE:**

**哥倫比亞:**

**За Колумбією:**

**POR COLOMBIA:**

Sujeta a ratificación.

J. FONSECA T.

**FOR COSTA RICA:**

**POUR LE COSTA RICA:**

**哥斯大黎加:**

**За Коста-Рику:**

**POR COSTA RICA:**

Firma sujeta a ratificación.

CLAUDIA C. DE ROJAS S.

**FOR CUBA:**

**POUR CUBA:**

**古巴:**

**За Кубу:**

**POR CUBA:**

Sujeto a ratificación. La firma en nombre de Cuba del presente Protocolo que prorroga nuevamente la vigencia del Convenio Internacional del Azúcar de 1958, en cuyos artículos 14 y 34 se menciona a China (Taiwán) en ningún momento significa, por parte del Gobierno de Cuba, reconocimiento del Gobierno de Chiang Kai-Shek sobre el territorio de Taiwán ni reconocimiento del llamado "Gobierno Nacionalista de China" como Gobierno legal o competente de China. [1]

ALBA GRIÑÁN

<sup>1</sup> "Subject to ratification. The signature, on behalf of Cuba, of this Protocol extending for another period the International Sugar Agreement of 1958, Articles 14 and 34 of which mention China (Taiwan), does not, under any circumstances, signify that the Government of Cuba recognizes the Government of Chiang Kai-shek on the territory of Taiwan or the so-called 'Nationalist Government of China' as the legal and competent Government of China." (Translation)

**FOR CZECHOSLOVAKIA:**

**POUR LA TCHÉCOSLOVAQUIE:**

**捷克斯拉夫:**

**За Чехословакию:**

**POR CHECOESLOVAQUIA:**

This signature is not subject to ratification, acceptance or approval.

RŮŽEK

**FOR DENMARK:**

**POUR LE DANEMARK:**

**丹麦:**

**За Даннию:**

**POR DINAMARCA:**

This signature is not subject to ratification, acceptance or approval.

E. KRISTIANSEN

**FOR THE DOMINICAN REPUBLIC:**

**POUR LA RÉPUBLIQUE DOMINICAINE:**

**多 厥加共和國:**

**За Доминиканскую Республику:**

**POR LA REPÚBLICA DOMINICANA:**

Sujeto a ratificación.

DR. A. ESPAILLAT

**FOR ECUADOR:****POUR L'EQUATEUR:****厄瓜多:****За Эквадор:****POR EL ECUADOR:**

Sujeto a ratificación.

JORGE MANTILLA ORTEGA

**FOR EL SALVADOR:****POUR LE SALVADOR:****薩爾瓦多:****За Сальвадор:****POR EL SALVADOR:**

This signature is not subject to ratification, acceptance or approval.

ARTURO R. GONZALEZ

**FOR FINLAND:****POUR LA FINLANDE:****芬兰:****За Финляндию:****POR FINLANDIA:**

FOR FRANCE:

POUR LA FRANCE:

法蘭西:

За Франција:

Por FRANCIA:

Cette signature n'est pas soumise à ratification, acceptation ou approbation.

Au moment de procéder à la signature du présent protocole, le Gouvernement de la République française déclare qu'il tient la signature des autorités de Taipei en tant que "République de Chine" pour dépourvue de toute validité. Il considère en effet la République populaire de Chine comme seule qualifiée pour engager la Chine et pour la représenter dans les organismes internationaux. [1]

GÉRARD ANDRÉ

FOR THE FEDERAL REPUBLIC OF GERMANY:

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:

德意志聯邦共和國:

За Федеративную Республику Германию:

Por la REPÚBLICA FEDERAL DE ALEMANIA:

Subject to acceptance.

R. VON UNGERN-STERNBERG

FOR GHANA:

POUR LE GHANA:

迦納:

За Гану:

Por GHANA:

This signature is not subject to ratification, acceptance or approval.

S. K. ANTHONY

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<sup>1</sup> "This signature is not subject to ratification, acceptance, or approval.

"As it signs this protocol, the Government of the French Republic declares that it regards the signature of the authorities of Taipei on behalf of the 'Republic of China' to be completely without validity. It considers the People's Republic of China the only one qualified to commit China and to represent it in international organizations." (Translation)

**FOR GREECE:**

**POUR LA GRÈCE:**

希臘:

За Грецию:

**POR GRECIA:**

**FOR GUATEMALA:**

**POUR LE GUATEMALA:**

瓜地馬拉:

За Гватемалу:

**POR GUATEMALA:**

**FOR HAÏTI:**

**POUR HAÏTI:**

海地:

За Гаити:

**POR HAÏTI:**

This signature is not subject to ratification, acceptance or approval.

DELORME MÉHÚ

FOR HUNGARY:

POUR LA HONGRIE:

匈牙利:

За Венгрию:

POR HUNGRÍA:

This signature is not subject to ratification, acceptance or approval.

Subject to the reservations made on the accession of the Government of  
the Hungarian People's Republic to the International Sugar Agreement of  
1958.

SUMI JÓZSEF

FOR INDIA:

POUR L'INDE:

印度:

За Индию:

POR LA INDIA:

This signature is not subject to ratification, acceptance or approval.

Subject to the Declaration and Reservations made by the Government  
of India on their accession to the International Sugar Agreement of 1958.

JIVRAJ N. MEHTA

FOR INDONESIA:

POUR L'INDONÉSIE:

印度尼西亚:

За Индонезию:

Por INDONESIA:

Subject to acceptance.

ADJIE

**FOR IRELAND:**

**POUR L'IRLANDE:**

**愛爾蘭：**

**За Ирландию:**

**POR IRLANDA:**

Subject to Ratification.

**JOHN GERALD MOLLOY**

**FOR ISRAEL:**

**POUR ISRAËL:**

**以色列：**

**За Израиль:**

**POR ISRAEL:**

**FOR ITALY:**

**POUR L'ITALIE:**

**意大利：**

**За Италию:**

**POR ITALIA:**

Subject to ratification.

**GASTONE GUIDOTTI**

FOR JAMAICA:

POUR LA JAMAÏQUE:

牙買加:

За Ямайку:

POR JAMAICA:

This signature is not subject to ratification, acceptance or approval.

H. LINDO

FOR JAPAN:

POUR LE JAPON:

日本:

За Японию:

POR EL JAPÓN:

This signature is not subject to ratification, acceptance or approval.

S. SHIMA

FOR LEBANON:

POUR LE LIBAN:

黎巴嫩:

За Ливан:

POR EL LÍBANO:

Subject to ratification.

N. DIMECHKIÉ

**FOR MADAGASCAR:**

**POUR MADAGASCAR:**

馬達加斯加:

За Мадагаскар:

**POR MADAGASCAR:**

Subject to ratification.

J. A. RAZAFIMBAHINY

**FOR MALAYSIA:**

**POUR LA MALAISIE:**

馬來亞聯邦:

За Малайскую Федерацию:

**POR MALASIA:**

**FOR MEXICO:**

**POUR LE MEXIQUE:**

墨西哥:

За Мексику:

**POR MÉXICO:**

Subject to ratification.

EDUARDO SUÁREZ

**FOR MOROCCO:**

**POUR LE MAROC:**

摩洛哥：

За Марокко:

**POR MARRUECOS:**

En application des lois constitutionnelles, ma signature n'est pas sujette à ratification, acceptation ou approbation. [<sup>1</sup>]

عائشة محمد بن يوسف [<sup>1</sup>]

**FOR THE NETHERLANDS:**

**POUR LES PAYS-BAS:**

荷蘭：

За Нидерланды:

**POR LOS PAÍSES BAJOS:**

Subject to ratification.

J. H. VAN ROIJEN

**FOR NEW ZEALAND:**

**POUR LA NOUVELLE-ZÉLANDE:**

紐西蘭：

За Новую Зеландию:

**POR NUEVA ZELANDIA:**

This signature is not subject to ratification, acceptance or approval.

T. L. MACDONALD

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<sup>1</sup> "Under the Constitution, my signature is not subject to ratification, acceptance, or approval. Aisha Mohammad Ben Yousef." (Translation)

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜：

За Никарагуа:

POR NICARAGUA:

Subject to ratification.

J. L. SANDINO

FOR NIGERIA:

POUR LA NIGÉRIA:

奈及利亚：

За Нигерию:

POR NIGERIA:

Subject to ratification.

BABAFEMI O. OGUNDIPE

FOR NORWAY:

POUR LA NORVÈCE:

挪威：

За Норвегию:

POR NORUEGA:

**FOR PAKISTAN:**

**POUR LE PAKISTAN:**

**巴基斯坦:**

**За Пакистан:**

**POR EL PAKISTÁN:**

**FOR PANAMA:**

**POUR LE PANAMA:**

**巴拿馬:**

**За Панаму:**

**POR PANAMÁ:**

**FOR PARAGUAY:**

**POUR LE PARAGUAY:**

**巴拉圭:**

**За Парагвай:**

**POR EL PARAGUAY:**

Sujeto a ratificación.

**E. GAVILÁN**

**TIAS 6447**

**FOR PERU:****POUR LE PÉROU:****祕魯:****За Перу:****POR EL PERÚ:**

Firma sujeta a aprobación.

G. N. DE ARÁMBURU

**FOR THE PHILIPPINES:****POUR LES PHILIPPINES:****菲律賓:****За Филиппины:****POR FILIPINAS:**

Subject to ratification.

TIBURCIO C. BAJA

**FOR POLAND:****POUR LA POLOGNE:****波蘭:****За Польшу:****POR POLONIA:**

Subject to ratification.

J. MORAWSKI

**FOR PORTUGAL:**

**POUR LE PORTUGAL:**

**葡萄牙:**

**За Португалию:**

**POR PORTUGAL:**

Subject to ratification.

**MANUEL ROCHETA**

**FOR SIERRA LEONE:**

**POUR LE SIERRA LEONE:**

**狮子山:**

**За Сьерра-Леоне:**

**POR SIERRA LEONA:**

**FOR SOUTH AFRICA:**

**POUR L'AFRIQUE DU SUD:**

**南非:**

**За Южную Африку:**

**POR SUDÁFRICA:**

This signature is not subject to ratification, acceptance or approval.

**C. DE WET**

**FOR SWEDEN:**

**POUR LA SUÈDE:**

**瑞典:**

**За Швецию:**

**POR SUECIA:**

**FOR TRINIDAD AND TOBAGO:**

**POUR LA TRINITÉ ET TOBAGO:**

**千里達及托貝哥:**

**За Тринидад и Тобаго:**

**POR TRINIDAD Y TABAGO:**

This signature is not subject to ratification, acceptance or approval.

**W. ANDREW ROSE**

**FOR TUNISIA:**

**POUR LA TUNISIE:**

**突尼西亞:**

**За Тунис:**

**POR TÚNEZ:**

Subject to ratification.

**M'HAMED ESSAAFI**

**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:**

Указанный Протокол не требует последующей ратификации, принятия или утверждения Союзом ССР.

Понимается, что оговорки, сделанные Советским Союзом при ратификации Протокола 1963 года о продлении действия Международного Соглашения по сахару 1958 года, остаются в силе. [<sup>1</sup>]

Б. ГОРДЕЕВ [<sup>1</sup>]

**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 Содиненное Королевство Великобританни и Северной Ирландии:**

**POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:**

This signature is not subject to ratification, acceptance or approval.

At the time of signing the present Protocol I declare that since the Government of the United Kingdom do not recognise the Nationalist Chinese authorities as the competent Government of China, they cannot regard signature of the Protocol by a Nationalist Chinese representative as a valid signature on behalf of China.

The Government of the United Kingdom interpret Article 38 (6) of the Agreement as requiring the Government of the country where the Council is situated to exempt from taxation the assets, income and other property of the Council and the remuneration paid by the Council to those of its employees who are not nationals of the country where the Council is situated.

**WALTER PADLEY**

<sup>1</sup> "This Protocol does not require subsequent ratification, acceptance or approval by the Union of SSR.

"It is understood that the reservations made by the Soviet Union upon ratification of the 1963 Protocol for the further prolongation of the International Sugar Agreement of 1958 remain in force. B. Gordeyev." (Translation)

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:

Subject to Ratification.

DAVID K. E. BRUCE

FOR THE UPPER VOLTA:

POUR LA HAUTE-VOLTA:

上伏爾他:

За Верхнюю Вольту:

POR EL ALTO VOLTA:



*Certified a true copy :*

*V. A. Todd*

2 January, 1967

*For the Librarian and Keeper of the Papers for  
the Secretary of State for Foreign Affairs.*

WHEREAS it is provided in Article 3 that Governments may become parties to the Protocol by signing it, by ratifying, accepting, or approving it after having signed it subject to ratification, acceptance, or approval; or by acceding to it;

WHEREAS the Protocol was signed, subject to ratification, in behalf of the Government of the United States of America on December 22, 1966;

WHEREAS, pursuant to paragraph (2) of Article 5 of the Protocol the Government of the United States of America notified the Government of the United Kingdom of Great Britain and Northern Ireland on December 22, 1966, of its undertaking to seek ratification of the Protocol;

WHEREAS the Senate of the United States of America by its resolution of December 6, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Protocol;

WHEREAS the said Protocol was duly ratified by the President of the United States of America on December 11, 1967, in pursuance of the advice and consent of the Senate;

WHEREAS it is provided in Article 4 of the said Protocol that instruments of ratification, acceptance, approval, or accession shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland;

WHEREAS the Government of the United States of America deposited an instrument of ratification of the Protocol with the Government of the United Kingdom of Great Britain and Northern Ireland on December 21, 1967;

AND WHEREAS, pursuant to the provisions of Article 5 of the Protocol, the Protocol entered into force on January 1, 1967 among certain Governments and entered into force with respect to the United States of America on December 21, 1967;

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, shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of January in the year of our Lord one thousand nine hundred sixty-eight and [SEAL] of the Independence of the United States of America the one hundred ninety-second.

LYNDON B JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

## TANZANIA

### Economic and Technical Cooperation

*Agreement effected by exchange of notes  
Signed at Dar es Salaam February 8, 1968;  
Entered into force February 8, 1968.*

*The American Ambassador to the Minister for Finance of Tanzania.*

No. 23/68

DAR ES SALAAM, February 8, 1968

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the United Republic of Tanzania economic, technical and related assistance in accordance with the understandings set forth below.

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the United Republic of Tanzania, and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the United Republic of Tanzania. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above mentioned representatives.

2. The Government of the United Republic of Tanzania will make the fullest contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purpose for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will permit observation and review by United States representatives of programs and operations hereunder; and records pertaining thereto; will provide the Government of the United States of America with

full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the United Republic of Tanzania full publicity concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of the United Republic of Tanzania will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of such programs with other technical cooperation programs being carried on in the United Republic of Tanzania; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the United Republic of Tanzania from the import or sale of such commodities or services, the Government of the United Republic of Tanzania, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1, hereof, will establish in its own name a Special Account with the Bank of Tanzania: will deposit promptly in such Special Account the amounts of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements.

The Government of the United Republic of Tanzania may draw upon any remaining balances in the Special Account for such purposes beneficial to the United Republic of Tanzania as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balance of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the United Republic of Tanzania shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of the United Republic of Tanzania agree that a special mission and its personnel will be received by the Government of the United Republic of Tanzania to carry out and discharge the responsibilities of the Government of the United States under this agreement. The Government of the United Republic of Tanzania agree to give full cooperation to the special mission and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions of this agreement. The Government of the United Republic of Tan-

zania also agree to afford full and complete immunity from both civil and criminal jurisdiction to all personnel accredited to the special mission except citizens and permanent residents of the United Republic to perform work in connection herewith.

5. In order to assure the maximum benefits to the people of the United Republic of Tanzania from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in the United Republic of Tanzania by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in Tanzania in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the United Republic of Tanzania, and the import, export, purchase, or use of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, or taxes on purchase of property, and any other taxes or similar charges in the United Republic of Tanzania. No direct tax (whether in the nature of an income, profits, business tax or otherwise) shall be imposed upon any contractor, not having a regular place of business in East Africa, who is financed by the Government of the United States of America hereunder.

(b) All personnel, accredited to the special mission, except citizens and permanent residents of the United Republic of Tanzania, shall be exempt from income and social security taxes levied under the laws of the United Republic of Tanzania with respect to income which is paid from funds provided by the Government of the United States of America or any agency thereof and upon which they are subject to the income or social security tax laws of the United States of America or any other Government and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into the United Republic of Tanzania for their own use, and with respect to other duties and fees, as is accorded by the Government of the United Republic of Tanzania to diplomatic personnel of the Embassy of the United States of America in the United Republic of Tanzania, subject only to the limitation that continuous customs free entry shall be limited to personnel, including their families, of comparable grade to personnel of the Embassy accorded continuous customs free entry.

(c) All personnel who, being employees of the Government of the United States of America other than citizens or permanent residents of Tanzania, are present in Tanzania in connection with this Agreement but not accredited to the Special Mission under paragraph 4 of this Agreement, shall be accorded the privileges and immunities accorded to the non-representational staff of the Embassy.

(d) All personnel (other than those referred to in paragraphs (b) and (c) of this Article) under contract with, or employed by public or private organizations under contract with, the Government of the United States of America, or the Government of the United Republic of Tanzania, or financed by the Government of the United States of America, who, not being citizens of or normally resident in Tanzania, are present in the United Republic of Tanzania to perform work in connection herewith and whose entrance into the country has been approved by the Government of the United Republic of Tanzania, shall be exempt from income and social security taxes levied under the laws of the United Republic of Tanzania with respect to income upon which they are obligated to pay income or social security taxes to any other government and on first arrival in the United Republic of Tanzania, shall be entitled to customs privileges not less favorable than those presently conferred by Item 144 of the 1st Schedule to the Customs Tariff Ordinance, by the Customs Tariff (Remission of Customs Duties) (Technical Assistance) (General) Order, 1965; and if specifically provided by the project agreement, the benefit conferred by the Private Motor Vehicles Registration Tax (Technical Assistance Exemption) Order, 1965.

(e) Funds introduced into the United Republic of Tanzania for purposes of furnishing assistance hereunder shall be convertible into currency of the United Republic of Tanzania at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, banks in the United Republic of Tanzania apply to transfers from abroad.

6. The Government of the United States of America and the Government of the United Republic of Tanzania will establish procedures whereby the Government of the United Republic of Tanzania will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of the United Republic of Tanzania is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the Program of assistance hereunder.

7. All or any part of the program of assistance provided herein may, except as may otherwise be provided in arrangements agreed upon

pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the United Republic of Tanzania, the present note and your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on February 8, 1968, and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

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

JOHN H. BURNS

His Excellency

A. H. JAMAL,

*Minister for Finance,  
Dar es Salaam.*

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*The Minister for Finance of Tanzania to the American Ambassador*

FEBRUARY 8, 1968

EXCELLENCY:

I have the honour to refer to your note of to-day's date which reads as follows:

"I have the honour to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America will be prepared to furnish to the Government of the United Republic of Tanzania economic, technical and related assistance in accordance with the understandings set forth below.

1. The Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the United Republic of Tanzania, and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder,

or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the United Republic of Tanzania. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above mentioned representatives.

2. The Government of the United Republic of Tanzania will make the fullest contribution permitted by its manpower, resources, facilities and general economic condition in furtherance of the purpose for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will co-operate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will permit observation and review by United States representatives of programmes and operations hereunder; and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programmes and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the United Republic of Tanzania full publicity concerning programmes and operations hereunder. With respect to co-operative technical assistance programmes hereunder, the Government of the United Republic of Tanzania will also bear a fair share of the costs thereof; will, to the maximum extent possible, seek full co-ordination and integration of such programmes with other technical co-operation programmes being carried on in the United Republic of Tanzania; and will co-operate with other nations participating in such programmes in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the United Republic of Tanzania from the import or sale of such commodities or services, the Government of the United Republic of Tanzania, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1, hereof, will establish in its own name a Special Account with the Bank of Tanzania: will deposit promptly in such Special Account the amounts of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notifications to be necessary for such requirements.

The Government of the United Republic of Tanzania may draw upon any remaining balances in the Special Account for such purpose

beneficial to the United Republic of Tanzania as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balance of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the United Republic of Tanzania shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of the United Republic of Tanzania agree that a special mission and its personnel will be received by the Government of the United Republic of Tanzania to carry out and discharge the responsibilities of the Government of the United States under this agreement. The Government of the United Republic of Tanzania agree to give full co-operation to the special mission and its personnel, including the furnishing of facilities necessary for the purpose of carrying out the provisions of this agreement. The Government of the United Republic of Tanzania also agree to afford full and complete immunity from both civil and criminal jurisdiction to all personnel accredited to the special mission, except citizens and permanent residents of the United Republic, to perform work in connection herewith.

5. In order to assure the maximum benefits to the people of the United Republic of Tanzania from the assistance to be furnished hereunder:

(a) Any supplies, materials, equipment or funds introduced into or acquired in the United Republic of Tanzania by the Government of the United States of America, or any contractor financed by that Government, for purposes of any programme or project conducted hereunder shall, while such supplies, materials, equipment or funds are used in Tanzania in connection with such a programme or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the United Republic of Tanzania, and the import, export, purchase, or use of any such supplies, materials, equipment or funds in connection with such a programme or project shall be exempt from any tariffs, customs duties, import and export taxes, or taxes on purchase of property, and any other taxes or similar charges in the United Republic of Tanzania. No direct tax (whether in the nature of an income, profits, business tax or otherwise) shall be imposed upon any contractor, not having a regular place of business in East Africa, who is financed by the Government of the United States of America hereunder.

(b) All personnel, accredited to the special mission, except citizens and permanent residents of the United Republic of Tanzania, shall be exempt from income and social security taxes levied under the laws of the United Republic of Tanzania with respect to income which is paid from funds provided by the Government of the United

States of America or any agency thereof and upon which they are subject to the income or social security tax laws of the United States of America or any other Government and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into the United Republic of Tanzania for their own use, and with respect to other duties and fees, as is accorded by the Government of the United Republic of Tanzania to diplomatic personnel of the Embassy of the United States of America in the United Republic of Tanzania, subject only to the limitation that continuous customs free entry shall be limited to personnel, including their families, of comparable grade to personnel of the Embassy accorded continuous customs free entry.

(c) All personnel who, being employees of the Government of the United States of America other than citizens or permanent residents of Tanzania, are present in Tanzania in connection with this Agreement but not accredited to the Special Mission under paragraph 4 of this Agreement, shall be accorded the privileges and immunities accorded to the non-representational staff of the Embassy.

(d) All personnel (other than those referred to in paragraphs (b) and (c) of this Article) under contract with, or employed by public or private organizations under contract with, the Government of the United States of America, or the Government of the United Republic of Tanzania, or financed by the Government of the United States of America, who, not being citizens of or normally resident in Tanzania, are present in the United Republic of Tanzania to perform work in connection herewith and whose entrance into the country has been approved by the Government of the United Republic of Tanzania, shall be exempt from income and social security taxes levied under the laws of the United Republic of Tanzania with respect to income upon which they are obligated to pay income or social security taxes to any other government and on first arrival in the United Republic of Tanzania, shall be entitled to customs privileges not less favourable than those presently conferred by Item 144 of the 1st Schedule to the Customs Tariff Ordinance, by the Customs Tariff (Remission of Customs Duties) (Technical Assistance) (General) Order, 1965; and if specifically provided by the project agreement, the benefit conferred by the Private Motor Vehicles Registration Tax (Technical Assistance Exemption) Order, 1965.

(e) Funds introduced into the United Republic of Tanzania for purposes of furnishing assistance hereunder shall be convertible into currency of the United Republic of Tanzania at the rate providing the largest number of units of such currency per United States dollar, which, at the time the conversion is made, banks in the United Republic of Tanzania apply to transfers from abroad.

6. The Government of the United States of America and the Government of the United Republic of Tanzania will establish procedures whereby the Government of the United Republic of Tanzania will so deposit, segregate, or assure title to all funds allocated to or derived from any programme of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of the United Republic of Tanzania is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the programme of assistance hereunder.

7. All or any part of the programme of assistance provided herein, may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

I have the honor to propose that, if these understandings are acceptable to the Government of the United Republic of Tanzania, the present note and your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on 8th February, 1968, and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that in the event of such termination the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished."

I have the honour to confirm that the foregoing is acceptable to the Government of the United Republic of Tanzania.

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

A H JAMAL

A. H. Jamal  
Minister for Finance,  
United Republic of Tanzania

His Excellency,  
Mr. JOHN H. BURNS,  
Ambassador of United States of America  
to Tanzania,  
Dar es Salaam

## MEXICO

### Air Transport Services

*Agreement amending the agreement of August 15, 1960, as extended and amended.*

*Effectuated by exchange of notes*

*Signed at México and Tlatelolco September 19, 1967;*

*Entered into force provisionally September 19, 1967;*

*Entered into force definitively February 6, 1968.*

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*The American Ambassador to the Mexican Secretary of Foreign Relations*

No. 456

MEXICO, D. F., September 19, 1967

EXCELLENCY:

I have the honor to refer to the negotiations between representatives of the Government of the United States of America and of the Government of the United Mexican States which took place in Washington from February 6 through February 10, 1967, with regard to civil air transport relations between our two countries.

It is my understanding that the negotiations resulted in agreement that the Route Schedule attached to the Air Transport Agreement of August 15, 1960, as amended,<sup>[1]</sup> should be further amended as follows:

Paragraph 1 will be revised to include the following additional routes for the United States:

"M. Phoenix, Tucson - Puerto Vallarta via Guaymas, La Paz, Mazatlan.

N. Albuquerque - Puerto Vallarta via Guaymas, La Paz, Mazatlan."

Paragraph 2 will be revised to include the following additional routes for Mexico:

"K. Puerto Vallarta, Mazatlan, La Paz, Guaymas - Phoenix via Tucson.

L. Puerto Vallarta, Mazatlan, La Paz, Guaymas - Albuquerque."

Paragraph 3 will be amended to read, in its entirety, "Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights with

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<sup>1</sup> TIAS 4675, 5513, 5647, 5648, 5853, 5897; 12 UST 60; 15 UST 10, 1781, 1784; 16 UST 1113, 1715.

the exception of the following: a) on United States Route J, the designated airline is required to make an intermediate stop at Merida; b) on United States Routes M and N, the designated airlines are required to make intermediate stops in the proper order at Guaymas, La Paz, Mazatlan on all flights in both directions; and c) on Mexican Route K the designated airline is required to make an intermediate stop at Tucson on all flights in both directions."

I have the honor to propose to Your Excellency that if the foregoing, which is acceptable to the Government of the United States of America, is also acceptable to the Government of the United Mexican States, this note and the note in reply from Your Excellency communicating your Government's concurrence shall constitute an amendment of the Air Transport Agreement between our two Governments, as provided herein.

This amendment shall enter into effect provisionally as of September 19, 1967, and will enter into force definitely<sup>[1]</sup> 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.

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

FULTON FREEMAN

His Excellency

ANTONIO CARRILLO FLORES  
*Secretary of Foreign Relations*  
*Mexico, D.F.*

*The Mexican Secretary of Foreign Relations to the American Ambassador*

507859

TLATELOLCO, D. F.,  
*a 19 de septiembre de 1967.*

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 456, fechada el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo a honra referirme a las negociaciones entre representantes del Gobierno de los Estados Unidos de América y del Gobierno de los Estados Unidos Mexicanos que se celebraron en Washington, del 6 al 10 de febrero de 1967, con respecto a las relaciones de transporte aéreo civil entre nuestros dos países.

Tengo entendido que las negociaciones concluyeron con el acuerdo de que el Cuadro de Rutas anexo al Convenio sobre

<sup>1</sup> Feb. 6, 1968.

Transportes Aéreos del 15 de agosto de 1960, con sus modificaciones, debe enmendarse nuevamente en la forma siguiente:

El párrafo 1 será modificado para incluir las siguientes rutas adicionales para los Estados Unidos:

"M. Phoenix, Tucson — Puerto Vallarta vía Guaymas, La Paz, Mazatlán.

N. Albuquerque — Puerto Vallarta vía Guaymas, La Paz, Mazatlán".

El párrafo 2 será modificado para incluir las siguientes rutas adicionales para México:

"K. Puerto Vallarta, Mazatlán, La Paz, Guaymas — Phoenix vía Tucson.

L. Puerto Vallarta, Mazatlán, La Paz, Guaymas — Albuquerque".

El párrafo 3 se enmendará, en su totalidad, y el nuevo texto será:

"A opción de las líneas aéreas designadas, podrán omitirse puntos en cualesquiera de las rutas señaladas en cualesquiera o en todos los vuelos con excepción de los siguientes: a) en la ruta J de los Estados Unidos, la línea aérea designada está obligada a hacer una parada intermedia en Mérida; b) en las rutas M y N de los Estados Unidos, las líneas aéreas designadas están obligadas a hacer paradas intermedias en Guaymas, La Paz, Mazatlán, en el orden correspondiente, en todos los vuelos en ambas direcciones; y c) en la ruta K de México, la línea aérea designada está obligada a hacer una parada intermedia en Tucson en todos los vuelos en ambas direcciones".

Tengo a honra proponer a Vuestra Excelencia que si lo anterior, que es aceptable para el Gobierno de los Estados Unidos de América, es también aceptable para el Gobierno de los Estados Unidos Mexicanos, la presente nota y la nota de respuesta de Vuestra Excelencia comunicando la conformidad de su Gobierno, constituyan una enmienda al Convenio sobre Transportes Aéreos entre nuestros dos Gobiernos tal como aquí se dispone.

Esta enmienda entrará en vigor provisionalmente en esta fecha y definitivamente al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que la modificación ha sido aprobada por el Senado de la República".

En respuesta, tengo el agrado de comunicar a Vuestra Excelencia que mi Gobierno acepta las proposiciones anteriores y, por lo tanto, la nota número 456, antes transcrita, y la presente, constituyen una enmienda del vigente Convenio sobre Transportes Aéreos entre nuestros dos Gobiernos.

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

ANTONIO CARRILLO

Excelentísimo Señor FULTON FREEMAN,  
*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América,  
México, D. F.*

*Translation*

TLATELOLCO, D. F., September 19, 1967

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 456 of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 4623.]

In reply, I am happy to inform Your Excellency that my Government accepts the foregoing proposals, and therefore, note No. 456 transcribed above and this note shall constitute an amendment of the Air Transport Agreement between our two Governments.

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

ANTONIO CARRILLO

His Excellency  
FULTON FREEMAN,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Mexico, D. F.*

UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND

Tracking Station in Bermuda

*Agreement modifying the agreement of March 15, 1961,  
as modified.*

*Effectuated by exchange of notes*

*Signed at London January 17, 1968;  
Entered into force January 17, 1968.*

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*The American Ambassador to the British Secretary of State for Foreign  
Affairs*

No. 2

JANUARY 17, 1968

SIR:

I have the honor to refer to recent discussions between the representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the agreement for the establishment and operation of a space vehicle tracking and communications facility in Bermuda, effected by the exchange of Notes between our two Governments signed at Washington on March 15, 1961, as modified by the exchange of Notes signed at London on September 23, 1963.<sup>[1]</sup>

In these discussions it was proposed that, in order to take account of recent advances in space programs, the facility referred to in the first paragraph of this Note should be generally available in support of any program, whether experimental or non-experimental, of a peaceful and scientific character contributing to manned and unmanned flights.

The foregoing proposal is acceptable to the Government of the United States and if it is also acceptable to the Government of the United Kingdom, I have the honor to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments in further modification of the agreements referred to above.

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

DAVID K. E. BRUCE

The Right Honorable  
GEORGE BROWN, M.P.,  
Secretary of State for  
Foreign Affairs,  
London.

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<sup>1</sup> TIAS 4701, 5434; 12 UST 235; 14 UST 1388.

*The British Secretary of State for Foreign Affairs to the American  
Ambassador*

FOREIGN OFFICE, S.W.1.  
17 January, 1968.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note No. 2 of today's date which reads as follows:

EXCELLENCY:

I have the honor to refer to recent discussions between the representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the agreement for the establishment and operation of a space vehicle tracking and communications facility in Bermuda, effected by the exchange of Notes between our two Governments signed at Washington on March 15, 1961, as modified by the exchange of Notes signed at London on September 23, 1963.

In these discussions it was proposed that, in order to take account of recent advances in space programs, the facility referred to in the first paragraph of this Note should be generally available in support of any program, whether experimental or non-experimental, of a peaceful and scientific character contributing to manned and unmanned flights.

The foregoing proposal is acceptable to the Government of the United States and if it is also acceptable to the Government of the United Kingdom, I have the honor to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments in further modification of the agreements referred to above.

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

In reply I have the honour to inform Your Excellency that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note and this reply shall constitute an agreement between our two Governments in further modification of the agreements referred to in the first paragraph of Your Excellency's Note.

I have the honour to be, with the highest consideration, Your Excellency's obedient Servant,

(For the Secretary of State)

C. E. DIGGINES

His Excellency,

The Hon. DAVID K. E. BRUCE, C.B.E.,  
*United States Embassy,  
Grosvenor Square, W.1.*

## REPUBLIC OF CHINA

### Economic and Social Development: Sino-American Fund

*Agreement amending the agreement of April 9, 1965.*

*Effectuated by exchange of notes*

*Signed at Taipei February 2, 1968;*

*Entered into force February 2, 1968.*

---

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

No. 20

TAIPEI, February 2, 1968

EXCELLENCY:

I have the honor to refer to the exchange of notes between the Government of the United States of America and the Government of the Republic of China, dated April 9, 1965, [<sup>1</sup>] (hereinafter called "the Agreement") concerning the establishment, use, and administration of the Sino-American Fund for Economic and Social Development (hereinafter called "Sino-American Development Fund"), and, in connection with proposals made by the Government of the Republic of China, to confirm the willingness of the United States Government to propose that certain amendments to the Agreement be made.

1. In order that loans and credit arrangements made from the accounts comprising the Sino-American Development Fund prior to the establishment of the said Fund shall be subject to only the same controls as loans and credit arrangements made therefrom after the establishment of the said Fund, the Agreement shall be amended as follows:

After the last sentence of the second paragraph of the United States note, delete the period and add:

"*, nor will further concurrence of the United States of America be required with respect to amendment or modification of instruments under which aid-generated local currency is payable by virtue of these arrangements into the Sino-American Development Fund.*"

2. In order to permit use of the Sino-American Development Fund to defray handling charges and operating expenses of P.L. 480 Title II commodities, the Agreement shall be amended as follows:

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<sup>1</sup> TIAS 5782; 16 UST 583.

After item numbered "4" in paragraph B under "Uses of the Sino-American Development Fund," insert the following new item 5, renumbering present items 5, 6, and 7 to 6, 7 and 8, respectively:

"5. For the payment of handling charges and operating expenses for P.L. 480 Title II commodities donated by the Government of the United States of America to the Government of the Republic of China to the extent of amounts generated in accordance with P.L. 480 Title II programs in the Republic of China."

Upon receipt of a note from Your Excellency accepting the foregoing proposal on behalf of the Government of the Republic of China, the Government of the United States of America will consider that this note and Your Excellency's reply constitute an agreement between our two Governments amending the Agreement.

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

WALTER P. McCONAUGHEY

His Excellency

WEI TAO-MING,

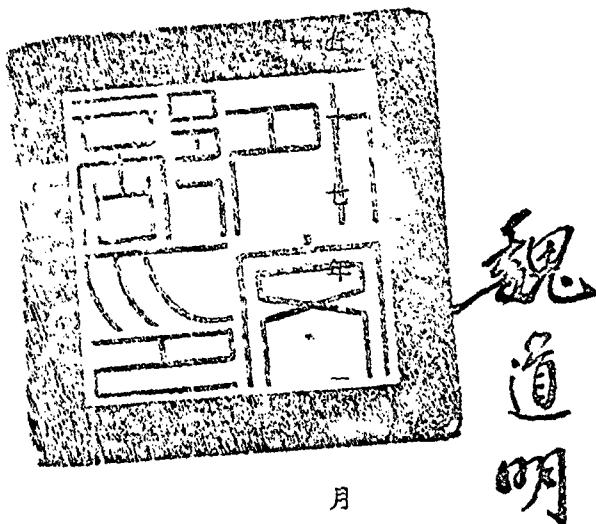
*Minister of Foreign Affairs,  
Taipei.*

中  
華  
民  
國

貴大使表示崇高之敬意。

本部長順向

查照為荷。



二

日於台北

「(5) 支付美國政府贈與中國政府之四八〇號公法第二章物資各項手續及營運費用，以依照在中國舉辦之四八〇號公法第二章計劃所孳生之金額為度。」

美國政府於接准

貴部長復照代表中國政府接受上述建議時，即認為本照會及

貴部長復照構成

貴我兩國政府間關於修正中美發展基金協定之協定。相應照請

查照為荷」等由。本部長茲代表中華民國政府接受

貴大使照會內所提之建議。相應照覆，即請

貸款辦法同樣之管制，中美發展基金協定應修正如下：

美國政府照會中第二節末句尾刪除句點并加入下開字樣：

「又由於此項安排由美援款孳生所存入中美發展基金之當地貨幣，其有關文件之修正或更改，亦無須再經美國政府同意。」

二、為容許使用中美發展基金交付四八〇號公法第二章物資之手續及營運費用，中美發展基金協定應修正如下：

在「中美發展基金之用途」一節中乙款(4)項後面加列下開之新第(5)項，並將原條文(5)(6)(7)三

項改列為(6)(7)(8)三項：

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

照會

外<sup>(57)</sup>北美二

巡視者：接准

貴大使本日照會內閱：

「關於設置中美經濟社會發展基金（以下簡稱中美發展基金）一案，其設置、運用及管理辦法，前經 貴我兩國政府於一九六五年四月九日換文（以下稱中美發展基金協定）達成協議在案。本大使茲證實美國政府對中國政府之建議願同意建議將中美發展基金協定中數點加以修正。

一、為使中美發展基金設置以前構成中美發展基金各帳戶項下貸款辦法受中美發展基金設置以後

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

No. WAI(57)PEI-MEI-II-01933

TAIPEI, February 2, 1968

EXCELLENCY:

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

[For the English language text, see p. 4629.]

On behalf of the Government of the Republic of China I have the honor to accept the proposal contained in Your Excellency's note.

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

WEI TAO-MING

His Excellency

WALTER P. McCONAUGHEY,  
*Ambassador of the United States of America,  
Taipei.*

**MULTILATERAL**  
**General Agreement on Tariffs and Trade**

*Procès-Verbal of rectification concerning certain protocols to the  
General Agreement done at Geneva March 10, 1955.*

*Done at Geneva December 3, 1955;*

*Signed on behalf of the United States of America May 11, 1956;*

*Part B, rectifying the protocol amending the preamble and parts  
II and III of the General Agreement, entered into force with  
respect to the United States of America October 7, 1957.*

**PROCES-VERBAL OF RECTIFICATION CONCERNING THE  
PROTOCOL AMENDING PART I AND ARTICLES XXIX AND  
XXX OF THE GENERAL AGREEMENT ON TARIFFS AND  
TRADE, THE PROTOCOL AMENDING THE PREAMBLE AND  
PARTS II AND III OF THE GENERAL AGREEMENT ON  
TARIFFS AND TRADE AND THE PROTOCOL OF ORGANI-  
ZATIONAL AMENDMENTS TO THE GENERAL AGREE-  
MENT ON TARIFFS AND TRADE**

I. The undersigned, acting in their capacity of representatives of the governments which are contracting parties to the General Agreement on Tariffs and Trade [¹] and without prejudice to the rights of contracting parties under Article XXX of that Agreement,

HEREBY AGREE that the texts of the Protocol Amending Part I and Articles XXIX and XXX of the General Agreement on Tariffs and Trade, [²] the Protocol Amending the Preamble and Parts II and III of the General Agreement on Tariffs and Trade, [³] and the Protocol of Organizational Amendments to the General Agreement on Tariffs and Trade, [⁴] each done at Geneva on 10 March 1955, shall be rectified as follows and that the acceptance of any of the aforementioned Protocols shall be considered as an acceptance of that Protocol as rectified in accordance with this Procès-Verbal:

- A - [⁵]

**PROTOCOL AMENDING PART I AND ARTICLES XXIX AND XXX  
OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE**

1. Section B. The following new clause shall be added at the end of Section B (b):

“(iv) In the last sentence of paragraph 4, the words “Annex G” shall be deleted and the words “Annex F” shall be inserted in place thereof.”

In section B (d), the words “Morocco (French Zone)” shall be deleted and the words “Morocco (French Zone)<sup>1</sup>” shall be inserted in place thereof.

<sup>1</sup> TIAS 1700; 61 Stat. (pts. 5 and 6).

<sup>2</sup> Not in force.

<sup>3</sup> TIAS 3930; 8 UST 1767.

2. Section C. In Section C (b)(i) relating to paragraph 1(b) and 1(c) of Article II, the words "directly or mandatorily" shall be deleted and the words "directly and mandatorily" shall be inserted in place thereof.

3. Section D. In Section D (b) relating to a note to Article XXX, the words "this paragraph" shall read "paragraph 1".

- B - [1]

**PROTOCOL AMENDING THE PREAMBLE AND PARTS II AND III  
OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE**

4. Section L. In Section L (ii), the words "CONTRACTING PARTIES" in the amendment to paragraph 2 of Article XVI shall be deleted and the words "contracting parties" shall be inserted in place thereof.

In Section L (ii), the words "buyers in a domestic" in paragraph 4 of the text of the amendment to Article XVI shall be deleted and the words "buyers in the domestic" shall be inserted in place thereof.

5. Section Y. In Section Y, the words "paragraph 12 of Article XVIII" in sub-paragraph (i) shall be deleted and the words "paragraph 12 of Article XVIII, or of" shall be inserted in place thereof.

6. Section EE. The heading "EE" shall be inserted as a separate line immediately before the words "The notes in Annex I to Article VIII shall read:".

7. Section FF. The text of the amendment shall read:

**"AD ARTICLES XI, XII, XIII, XIV AND XVIII"**

"Throughout Articles XI, XII, XIII, XIV and XVIII the terms "import restrictions" or "export restrictions" include restrictions made effective through state-trading operations."

8. Section NN. The words "immediately after the notes in Annex I to Article XX" in the opening clause of the Section shall be deleted.

9. Section OO. The words "immediately after the notes in Annex I to Article XX" in the opening clause of the Section shall be deleted.

<sup>1</sup> Entered into force with respect to the United States of America Oct. 7, 1957.

- C - [<sup>1</sup>]

PROTOCOL OF ORGANIZATIONAL AMENDMENTS TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

10. Section B. In Section B(ii), a comma shall be inserted after the word "possible" in paragraph 2 of Article XXV.
11. Section D. In Section D the words "of Article XXIII or" shall be deleted and the words "Article XXIII or of" shall be inserted in place thereof.
12. Section F. In Section F the fourteenth word of the note to Article XXXIII shall read "autonomy". The semicolon at the end of that note shall be replaced by a fullstop.
13. Section G. In Section G, the words "of paragraph 12(e) of Article XVIII," shall be inserted immediately after the words "in the provisions".
14. Section DD. The following new section shall be added in Part II.

"DD

"Following the entry into force of the amendment provided for in Part I of this Protocol, paragraph 3 of Article II, and the said paragraph as it may hereafter be amended by Section B(b)(iii) of the Protocol Amending Part I and Articles XXIX and XXX of the General Agreement, shall be amended by deleting that part thereof which follows the date "24 July 1923" and by inserting the following in place thereof:

" ; Provided, that such preferences are approved under the provisions of the Agreement on the Organization for Trade Cooperation for the waiving of obligations in exceptional circumstances, not elsewhere provided for"."

II. The Executive Secretary to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade shall promptly furnish to each contracting party to that Agreement a certified copy of this Procès-Verbal and a notification of each signature thereto.

DONE at Geneva in a single copy in the English and French languages, both texts authentic, this third day of December one thousand nine hundred and fifty-five.

<sup>1</sup> Not in force.

**PROCES-VERBAL DE RECTIFICATION DU PROTOCOLE PORTANT AMENDEMENT DE LA PARTIE I ET DES ARTICLES XXIX ET XXX DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE, DU PROTOCOLE PORTANT AMENDEMENT DU PREAMBULE ET DES PARTIES II ET III DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE ET DU PROTOCOLE D'AMENDEMENT AUX DISPOSITIONS ORGANIQUES DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE**

I. Les soussignés, agissant en leur qualité de représentants des gouvernements qui sont parties contractantes à l'Accord général sur les Tarifs douaniers et le Commerce, et sans préjudice des droits conférés aux parties contractantes par l'article XXX dudit Accord,

SONT CONVENUS de ce qui suit:

Le texte du Protocole portant amendement de la Partie I et des Articles XXIX et XXX de l'Accord général sur les Tarifs douaniers et le Commerce, le texte du Protocole portant amendement du Préambule et des Parties II et III de l'Accord général sur les Tarifs douaniers et le Commerce et le texte du Protocole d'amendement aux dispositions organiques de l'Accord général sur les Tarifs douaniers et le Commerce, qui portent chacun la date du 10 mars 1955, seront rectifiés comme il suit et l'acceptation de chacun des Protocoles précités sera réputée constituer une acceptation dudit Protocole ainsi rectifié en conformité du présent Procès-verbal:

- A -

**PROTOCOLE PORTANT AMENDEMENT DE LA PARTIE I ET DES ARTICLES XXIX ET XXX DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE**

1. Section B. La nouvelle clause, dont la teneur suit, sera ajoutée à la fin du paragraphe b) de la section B:

"iv) Au dernier alinéa du paragraphe 4, les mots "l'annexe G" seront supprimés et remplacés par les mots "l'annexe F"."

Au paragraphe d) de la section B, la mention "Maroc (zone française)" sera supprimée et remplacée par la mention "Maroc (zone française)<sup>1</sup>".

2. Section C. A l'alinéa i) du paragraphe b) de la section C concernant les alinéas b) et c) du paragraphe premier de l'article II, les mots "directe ou obligatoire" seront supprimés et remplacés par les mots "directe et obligatoire".

3. Section D. Au paragraphe b) de la section D concernant la note relative à l'article XXX, les mots "au présent paragraphe" seront supprimés et remplacés par les mots "au paragraphe 1".

- B -

**PROTOCOLE PORTANT AMENDEMENT DU PREAMBULE ET  
DES PARTIES II ET III DE L'ACCORD GENERAL SUR LES  
TARIFS DOUANIERS ET LE COMMERCE**

4. Section L. Au paragraphe ii) de la section L, les mots "Les PARTIES CONTRACTANTES" qui figurent dans l'amendement au paragraphe 2 de l'article XVI seront supprimés et remplacés par les mots "Les parties contractantes".

5. Section O. La section O aura la teneur suivante: "A l'alinéa a) du paragraphe 3 de l'article XIX les mots "des obligations ou des concessions" seront supprimés et remplacés par les mots "de concessions ou d'autres obligations"; à l'alinéa b) du paragraphe 3 de l'article XIX, les mots "des obligations ou des concessions" seront supprimés et remplacés par les mots "des concessions ou d'autres obligations"."

6. Section R. A la première ligne de la section R, les mots "Les quatrième et cinquième phrases" seront supprimés et remplacés par les mots "Les quatrième, cinquième et sixième phrases".

7. Section Y. Dans la section Y les mots "du paragraphe 12 de l'article XVIII" seront supprimés et remplacés par les mots "du paragraphe 12 de l'article XVIII ou".

8. Section CC. Dans le texte de l'amendement qui fait l'objet de l'alinéa iii) de la section CC, les mots "Toute dérogation aux dispositions de l'alinéa b)" seront supprimés et remplacés par les mots "Toute dérogation accordée aux termes de l'alinéa b)".

9. Section FF. Le texte de l'amendement aura la teneur suivante:

**"AD ARTICLES XI, XII, XIII, XIV ET XVIII**

"Dans les articles XI, XII, XIII, XIV et XVIII, les expressions "restrictions à l'importation" ou "restrictions à l'exportation" visent également les restrictions appliquées par le moyen de transactions relevant du commerce d'Etat."

10. Section NN. Le premier alinéa de cette section aura la teneur suivante: "Les nouvelles notes suivantes seront insérées à l'annexe I:".

11. Section OO. Le premier alinéa de cette section aura la teneur suivante: "La nouvelle note suivante sera insérée à l'annexe I:".

- C -

**PROTOCOLE D'AMENDEMENT AUX DISPOSITIONS ORGANI-**  
**QUES DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS**  
**ET LE COMMERCE**

12. Section A. La section A aura la teneur suivante: "Les deuxième, troisième, quatrième, cinquième et sixième phrases du paragraphe 2 de l'article XXIII seront supprimées.".

13. Section B. A l'alinéa i) de la section B, les mots "son lieu et place" seront supprimés et remplacés par les mots "ses lieu et place".

14. Section G. Dans la section G, les mots "de l'alinéa e) du paragraphe 12 de l'article XVIII," seront insérés après les mots "dans les dispositions".

15. Section DD. La nouvelle section suivante sera ajoutée dans la Partie II:

"DD

"Après l'entrée en vigueur de l'amendement qui figure à la Partie I du présent Protocole, le paragraphe 3 de l'article II, ou ledit paragraphe tel qu'il pourra avoir été amendé en vertu de la section B b) iii) du Protocole portant amendement de la Partie I et des articles XXIX et XXX de l'Accord général, sera amendé par la suppression des mots", pourvu que ces préférences soient approuvées aux termes des dispositions du paragraphe 5 de l'article XXV", qui seront remplacés par les mots:

", pourvu que ces préférences soient approuvées aux termes de l'article de l'Accord instituant l'Organisation de Coopération commerciale qui vise l'octroi d'une dérogation dans des circonstances exceptionnelles autres que celles qui sont prévues par d'autres articles"."

II. Le Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les Tarifs douaniers et le Commerce adressera promptement à chaque partie contractante audit Accord copie certifiée conforme du présent Procès-verbal; il lui notifiera l'apposition de chaque signature.

FAIT à Genève, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, le trois décembre mil neuf cent cinquante-cinq.

For the Commonwealth of Australia	Pour le Commonwealth d'Australie
For the Republic of Austria	Pour la République d'Autriche
For the Kingdom of Belgium	Pour le Royaume de Belgique
For the United States of Brazil	Pour les Etats-Unis du Brésil
For the Union of Burma	Pour l'Union Birmane
For Canada	Pour le Canada
For Ceylon	Pour Ceylan
For the Republic of Chile	Pour la République du Chili
For the Republic of Cuba	Pour la République de Cuba
For the Czechoslovak Republic	Pour la République Tchécoslovaque
For the Kingdom of Denmark	Pour le Royaume de Danemark
For the Dominican Republic	Pour la République Dominicaine
For the Republic of Finland	Pour la République de Finlande
For the French Republic	Pour la République Française
For the Federal Republic of Germany	Pour la République Fédérale d'Allemagne
For the Kingdom of Greece	Pour le Royaume de Grèce
For the Republic of Haiti	Pour la République d'Haiti
<i>ANDRÉ TURNIER 3 Décembre 1955</i>	
For India	Pour l'Inde
For the Republic of Indonesia	Pour la République d'Indonésie
For the Republic of Italy	Pour la République d'Italie
For Japan	Pour le Japon
For the Grand-Duchy of Luxemburg	Pour le Grand-Duché de Luxembourg
For the Kingdom of the Netherlands	Pour le Royaume des Pays-Bas
For New Zealand	Pour la Nouvelle-Zélande
<i>G D L WHITE 3 December 1955</i>	
For the Republic of Nicaragua	Pour la République de Nicaragua
For the Kingdom of Norway	Pour le Royaume de Norvège

For Pakistan	Pour le Pakistan
For Peru	Pour le Pérou
For the Federation of Rhodesia and Nyasaland	Pour la Fédération de la Rhodésie et du Nyassaland
For the Kingdom of Sweden	Pour le Royaume de Suède
For the Republic of Turkey	Pour la République de Turquie
For the Union of South Africa	Pour l'Union Sud-Africaine
For the United Kingdom of Great Britain and Northern Ireland	Pour le Royaume-Uni de Grande- Bretagne et d'Irlande du Nord
For the United States of America	Pour les Etats-Unis d'Amérique
For the Republic of Uruguay	Pour la République d'Uruguay

Certified true copy Copie certifiée conforme

## Übernahmenliste

E. WYNDHAM WHITE

### *Executive Secretary*

## *Secrétaire exécutif*

GHANA  
**Agricultural Commodities**

*Agreement signed at Accra January 3, 1968;  
Entered into force January 3, 1968.*

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

The Government of the United States of America and the Government of Ghana have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III and the Local Currency Annex of the Agreement signed March 3, 1967, [<sup>1</sup>] together with the attached Convertible Local Currency Credit Annex and the following Part II.

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<sup>1</sup> TIAS 6245; 18 UST 369.

PART II - PARTICULAR PROVISIONSITEM I - Commodity Table:

<u>Commodity</u>	<u>Supply Period (Calendar Year)</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value (In Thousands)</u>
------------------	--	---	---

## A. Convertible Local Currency Credit Terms

Wheat flour	1968	10,000 M.T.	\$ 771
Tobacco	"	1,100 M.T.	1,940
Tallow	"	12,000 M.T.	1,884
Ocean Transportation (estimated)			533
Subtotal			\$ 5,128

## B. Local Currency Terms

Cotton	1968	17,500 bales	\$ 2,160
Cotton Grey cloth	"	20,000,000 Linear yds. (about 5 million lbs.)	4,800
Subtotal			\$ 6,960
TOTAL			\$ 12,088

## ITEM II.

Payment Terms

## A. Convertible Local Currency Credit

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of each Installment Payment - approximately equal annual amounts.
4. Due date of First Installment Payment - 10 years after date of last delivery in each calendar year.
5. Initial Interest Rate - 2 percent
6. Continuing Interest Rate -  $2\frac{1}{2}$  percent

B. Local Currency Terms

1. Proportions of local currency indicated for specified purposes:

- a. United States Expenditures - 20 percent
- b. Section 104(e) - 15 percent
- c. Section 104(f) loans - 65 percent

2. Convertibility

- a. Section 104(b) (1) purposes - \$139,200
- b. Section 104(b) (2) purposes - \$ 69,600

## ITEM III.

## Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (Calendar Year)</u>	<u>Usual Marketing Requirements</u>
Wheat flour	1968	31,000 M.T.
Tobacco	"	1,150 M.T.
Tallow	"	12,000 M.T.
Cotton	"	1,000 Bales
Cotton Textiles in Standard Textile Codes 652-100, -203, -204, -205, and -206.	"	10,000,000 pounds (about 40 million linear yards)

Of the usual marketing requirements at least 8,700 metric tons of tallow, 450 metric tons of tobacco and 1,000 bales of cotton shall be imported from the United States of America.

## ITEM IV.

Export Limitations:A. Export Limitations Period

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

B. For the purposes of Part I, Article III A 3 of the Agreement, the commodities considered to be the same as, or like, the commodities financed under this Agreement are as follows:

<u>Commodities Financed Under This Agreement</u>	<u>Same or Like Commodities</u>
Inedible tallow	Inedible tallow
Cotton and cotton grey cloth	Raw Cotton and/or cotton textiles
Tobacco	Unmanufactured tobacco
Wheat flour	Food Grains, including wheat and wheat products.

## ITEM V.

Self-Help Measures

1. Implement and support the agricultural sector study which provides a long-range framework for agricultural development, implementing recommendations as they become available.
2. Take additional measures to improve the availability, distribution and use of such agricultural inputs as fertilizer, insecticides, implements, and seeds. Such measures include the open import licensing of agricultural inputs.
3. Investigate and report the feasibility of price supports for major food crops. If such programs are feasible, then support prices should be announced well in advance of the next planting season.
4. Establish an agricultural research council to coordinate research done by all institutions engaging in agricultural research. The council will recommend measures for project approval so that research will be directed toward practical problems of farmers.
5. Use at least 50 percent of the cedis available for economic development under this agreement for activities related to agriculture, which include:
  - (a) Agricultural Extension;
  - (b) Vocational Agricultural Training;
  - (c) Feeder Roads (Farm to market); and
  - (d) Agricultural Credit.

## ITEM VI.

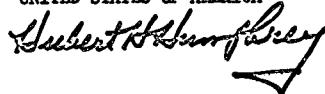
Other Provisions:

In addition to any local currency authorised for sale under Section 104(j) of the Act,<sup>[1]</sup> the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveller travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover travel by persons who are travelling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to service provided by the transportation facilities of the importing country.

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

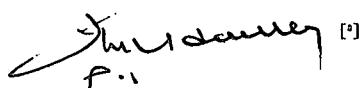
DONE at Accra, Ghana in duplicate, this third day of January 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA



Hubert H. Humphrey<sup>[2]</sup>

FOR THE GOVERNMENT OF GHANA



J. W. K. Harley<sup>[3]</sup>  
P..

<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

<sup>2</sup> Hubert H. Humphrey.

<sup>3</sup> J. W. K. Harley.

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE  
AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT OF GHANA  
FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities.

Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

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

## GHANA

### Agricultural Commodities

*Agreement amending the agreements of October 27, 1967, and January 3, 1968.*

*Effectuated by exchange of notes*

*Signed at Accra February 9 and 21, 1968;*

*Entered into force February 21, 1968.*

---

*The American Chargé d'Affaires ad interim to the Ghanaian Member,  
National Liberation Council and Commissioner for Finance.*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Accra, February 9, 1968

MR. COMMISSIONER:

I have the honor to refer to the Agricultural Commodities Sales Agreements between our two Governments signed on October 27, 1967<sup>[1]</sup> and January 3, 1968<sup>[2]</sup> and to propose that Part II of the Agreements be amended as follows:

Agreement signed on October 27, 1967:

1. Item I: In appropriate columns increase the dollar amount for cotton to \$1,009,000 and increase the total value of the Agreement to \$2,751,000.
2. Item II 2a: Substitute \$55,000 for \$49,200.
3. Item II 2b: Substitute \$27,500 for \$24,500.

Agreement signed on January 3, 1968:

Item IA: In appropriate columns increase the dollar amount for wheat flour to \$1,036,000, increase the subtotal of Item IA to \$5,393,000, and increase the total value of the Agreement from \$12,088,000 to \$12,353,000.

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of your reply.

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<sup>1</sup> TIAS 6370; 18 UST 2824.

<sup>2</sup> TIAS 6453; *ante*, p. 4645.

Accept, Mr. Commissioner, the renewed assurances of my high consideration.

JOHN W. FOLEY, Jr.

*Charge d'Affaires ad interim*

Brigadier A. A. AFRIFA

*Member, National Liberation Council and  
Commissioner for Finance,  
Accra.*

*The Ghanaian Deputy Chairman of the National Liberation Council  
and Commissioner Responsible for Finance to the  
American Chargé d'Affaires ad interim*

ACCRA, February 21, 1968

SIR,

I have the honor to acknowledge the receipt of your note of February 9, 1968 which reads as follows:-

"I have the honor to refer to the Agricultural Commodities Sales Agreements between our two Governments signed on October 27, 1967 and January 3, 1968 and to propose that Part II of the Agreements be amended as follows:

Agreement signed on October 27, 1967:

1. Item I: In appropriate columns increase the dollar amount for cotton to \$1,009,000 and increase the total value of the Agreement to \$2,751,000.
2. Item II 2a : Substitute \$55,000 for \$49,200.
3. Item II 2b : Substitute \$27,500 for \$24,500.

Agreement signed on January 3, 1968:

Item IA : In appropriate columns increase the dollar amount for wheat flour to \$1,036,000, increase the subtotal of Item IA to \$5,393,000, and increase the total value of the Agreement from \$12,088,000 to \$12,353,000.

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of your reply.

Accept, Mr. Commissioner, the renewed assurances of my high consideration."

I have the honor to inform you that the terms of the foregoing note are acceptable to the Government of the Republic of Ghana and that the Government of the Republic of Ghana considers your note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

J W K HARLLEY

Mr. J. W. K. Harlley,  
*Deputy Chairman of the N.L.C. and Commissioner  
Responsible for Finance.*

Mr. J. W. FOLEY, Jr.,  
*Charge d'Affaires ad interim,  
Embassy of the United States  
of America,  
Accra.*

TIAS 6454

**REPUBLIC OF KOREA**  
**Agricultural Commodities**

*Agreement amending the agreement of March 25, 1967.*

*Effectuated by exchange of notes*

*Signed at Seoul February 24, 1968;*

*Entered into force February 24, 1968.*

---

*The American Ambassador to the Korean Deputy Prime Minister  
and Minister, Economic Planning Board*

SEOUL, February 24, 1968

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments March 25, 1967, [<sup>1</sup>] and to conversations between representatives of our two Governments relating to additional cotton for United States Calendar Year 1968.

I have the honor to propose that Part II, Particular Provisions, be changed as follows:

(1) In the commodity table in Item I, change the Supply Period for Cotton to read "United States Calendar Years 1967 and 1968"; under column Approximate Maximum Quantity for Cotton delete "280,000 bales" and substitute "330,000 bales"; under column headed Maximum Export Market Value for Cotton delete "31.40" million and substitute "38.40" million; and for total delete "\$47.38" million and substitute "\$54.38" million.

(2) In Item II A 2, change "\$947,000" to "\$1,087,600".

(3) In Item III, Usual Marketing Table, under column headed Import Period add "United States Calendar Year 1968", and under column headed Usual Marketing Requirement add "Same as for United States Calendar Year 1967."

(4) In Item IV, paragraph A, change "United States Calendar Year 1967" to read "United States Calendar Years 1967 and 1968".

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply.

---

<sup>1</sup> TIAS 6272; 18 UST 1228.

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

WILLIAM J. PORTER

His Excellency  
PARK CHOONG HOON,  
*Deputy Prime Minister and  
Minister, Economic Planning Board  
Seoul*

*The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador*

ECONOMIC PLANNING BOARD  
REPUBLIC OF KOREA  
Seoul, Korea

FEBRUARY 24, 1968

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments March 25, 1967, and to conversations between representatives of our two Governments relating to additional cotton for United States Calendar Year 1968.

I have the honor to propose that Part II, Particular Provisions, be changed as follows:

(1) In the commodity table in Item I, change the Supply Period for Cotton to read "United States Calendar Years 1967 and 1968"; under column Approximate Maximum Quantity for Cotton delete "280,000 bales" and substitute "330,000 bales"; under column headed Maximum Export Market Value for Cotton delete "31.40" million and substitute "38.40" million; and for total delete "\$47.38" million and substitute "\$54.38" million.

(2) In Item II A 2, change "\$974,600" to "\$1,087,600".

(3) In Item III, Usual Marketing Table, under column headed Import Period add "United States Calendar Year 1968", and under column headed Usual Marketing Requirement add "Same as for United States Calendar Year 1967."

(4) In Item IV, paragraph A, change "United States Calendar Year 1967" to read "United States Calendar Years 1967 and 1968".

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply.

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

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

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

CHOONG H. PARK

Park, Choong Hoon  
*Deputy Prime Minister*  
*and*  
*Minister, Economic Planning Board*

His Excellency

WILLIAM J. PORTER,

*Ambassador of the United States,*  
*Seoul, Korea*

## GREECE

### Trade in Cotton Textiles

*Agreement amending the agreement of July 17, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington February 23, 1968;*

*Entered into force February 23, 1968;*

*Effective September 1, 1966.*

---

*The Secretary of State to the Ambassador of Greece*

DEPARTMENT OF STATE

WASHINGTON

*February 23, 1968*

EXCELLENCY:

I have the honor to refer to the Long-Term Arrangement Regarding International Trade in Cotton Textiles, hereinafter referred to as the LTA, done in Geneva on February 9, 1962 [¹] and to the Protocol extending the LTA through September 30, 1970.[²] I also refer to the agreement between our two Governments concerning exports of cotton textiles from Greece to the United States, effected by an exchange of notes dated July 17, 1964, as amended, [³] hereinafter referred to as the 1964 Agreement. The Protocol extending the LTA having entered into force for our two Governments, I propose, on behalf of my Government, that the 1964 Agreement be further amended as of September 1, 1966, to read as follows in its substantive provisions:

- “1. The Government of Greece shall limit exports to the United States in all categories of cotton textiles (a) for the sixteen-month period beginning September 1, 1966 and extending through December 31, 1967 (hereinafter called the ‘first agreement year’), and (b) for the twelve-month period beginning January 1, 1968 (hereinafter called ‘the second agreement year’), in accordance with the following:

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<sup>1</sup> TIAS 5240; 13 UST 2672.

<sup>2</sup> TIAS 6289; 18 UST 1337.

<sup>3</sup> TIAS 5618, 6009; 15 UST 1439; 17 UST 623.

	First Agreement Year September 1, 1966 through <u>December 31, 1967</u>	Second Agreement Year January 1, 1968 through <u>December 31, 1968</u>
a. Yarn (Cats. 1-4)	2,000,000 lbs.	1,420,125 lbs.
b. Fabrics and made-up goods (Cats. 5-38, 64)	1,488,375 syds. eq.	1,157,625 syds. eq.
c. Apparel (Cats. 39-63)	297,675 syds. eq.	231,525 syds. eq.

- “2. The limitation on yarn may be exceeded in any agreement year after August 31, 1966 by the amount by which exports of other cotton textiles from Greece to the United States are less than the sum of the limitations applicable to fabrics, made-up goods and apparel for that year.
- “3. Within the ceiling for fabrics and made-up goods, exports in any one category shall not exceed 220,500 square yards equivalent in any agreement year except by mutual agreement of the two Governments.
- “4. In the succeeding twelve-month periods following the second agreement year for which any limitation or ceiling is in force under this agreement, the level of exports permitted under such limitation or ceiling shall be increased by five percent over the corresponding level for the preceding twelve-month period.
- “5. The Government of Greece shall space exports in the yarn categories 1, 2, 3 and 4 as evenly as practicable within any agreement year, taking into consideration normal seasonal factors.
- “6. In the event of undue concentration in exports from Greece to the United States of yarn in categories 2, 3 or 4, the Government of the United States of America may request consultation with the Government of Greece in order to reach a mutually satisfactory solution to the problem. The Government of Greece shall enter into such consultations when requested. Until a mutually satisfactory solution is reached, the Government of Greece shall limit the exports from Greece to the United States of yarn in the category in question starting with the twelve-month period beginning on the date of the request for consultation. This limit shall be one hundred five percent of the exports from Greece to the United States of that category of yarn during the most recent twelve-month period preceding the request for consultation for which statistics are available to our two Governments on the date of the request.
- “7. 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.

- “8. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to request restraint on the export of cotton textiles from Greece to the United States. The applicability of the Long-Term Arrangement to trade in cotton textiles between Greece and the United States shall otherwise be unaffected by this agreement.
- “9. The Governments agree to consult on any questions arising in the implementation of this agreement.
- “10. The agreement shall continue in force through December 31, 1970. As used herein, the term ‘agreement year’ means a twelve-month period from January 1 through December 31, except for the first agreement year, the duration of which is specified in paragraph 1. Either Government may propose revisions in the terms of the agreement, or may terminate the agreement at any time, giving notice of at least 30 days prior to that proposed revision or termination.
- “11. The Government of the United States of America, barring a significant downturn in the United States cotton textile industry, will annually accede to requests by the Government of Greece for permission to raise the yarn ceiling for any agreement year after December 31, 1967, to 2,000,000 pounds. The Government of the United States of America will respond to such requests within a reasonable time. Notwithstanding the provision of paragraph 4 of this agreement, this 2,000,000 pound limit shall not be increased by 5 percent for any succeeding twelve-month period for which it is in effect.
- “12. In addition, the following special provision applies to exports in the first agreement year, extending from September 1, 1966 through December 31, 1967: yarn, categories 1 through 4, exported in excess of the applicable limitations in paragraphs 1 and 2, shall be charged against the limits applicable to yarn for the second agreement year.
- “13. If the Government of Greece considers that, as a result of limitations specified in this agreement, Greece is being placed in an inequitable position vis-a-vis a third country, the Government of Greece may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this agreement.
- “14. (a) Beginning with shortfalls in the first agreement year, shortfalls may be carried over as follows:

- (i) For any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Greece to the United States in any of the groups set out in paragraph 1 were below the limits specified therein), the Government of Greece may permit exports to exceed the appropriate limits by carryover in an amount equal to either the amount of the shortfall or 5 percent of the group limit applicable in the year of the shortfall, whichever is lower. The carryover shall be used in the same group in which the shortfall occurred, subject to the provisions of paragraphs 2, 3 and 6 of this agreement.
  - (ii) In determining the amount of shortfall in the fabric and/or apparel groups for the purpose of subparagraph (a) (i), the actual shortfall in this group or groups shall be reduced by the square yard equivalent of those yarn exports made during the year of the shortfall that were permitted under paragraph 2 of this agreement.
  - (b) For the purpose of determining shortfall, the limits referred to in subparagraph (a) are to be those established in accordance with paragraphs 1 and 4 of this agreement, without the addition of any amount of carryover permitted under subparagraph (a).
  - (c) The carryover shall be permitted in addition to the exports permitted under paragraph 2 of this agreement.
- “15. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this arrangement including differences in points of procedure or operation.”

If the foregoing conforms with the understanding of your Government, this note and Your Excellency's note of confirmation on behalf of the Government of Greece shall constitute an amendment to the cotton textile agreement between our two Governments.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Enclosure:  
Annex A.

His Excellency  
*Christian Xanthopoulos-Palamas*  
*Ambassador of Greece*

ANNEX A

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	lbs.	4. 6
2	Cotton Yarn, carded, plied	lbs.	4. 6
3	Cotton Yarn, combed, singles	lbs.	4. 6
4	Cotton Yarn, combed, plied	lbs.	4. 6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084
30	Towels, dish	Numbers	. 348
31	Towels, other	Numbers	. 348
32	Handkerchiefs, whether or not in the piece	Dozen	1. 66
33	Table damask and manufactures	lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
37	Braided and woven elastic	lbs.	4. 6
38	Fishing nets and fish netting	lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234
44	Sweaters and cardigans	Dozen	36. 8
45	Shirts, dress, not knit, men's and boys'	Dozen	22. 186
46	Shirts, sport, not knit, men's and boys'	Dozen	24. 457
47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Dozen	50. 0
49	Coats, other, not knit	Dozen	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797

ANNEX A—Continued

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
51	Trousers, slacks and shorts (outer), not knit, women's girls' and infants'	Dozen	17. 797
52	Blouses, not knit	Dozen	14. 53
53	Dresses, (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, house-coats, and dusters, not knit	Dozen	51. 0
56	Undershirts, knit, men's and boys'	Dozen	9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts, and briefs, knit, n.e.s.	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 96
61	Brassieres and other body supporting garments	Dozen	4. 75
62	Wearing apparel, knit, n.e.s.	lbs.	4. 6
63	Wearing apparel, not knit, n.e.s.	lbs.	4. 6
64	All other cotton textiles	lbs.	4. 6

*The Ambassador of Greece to the Secretary of State*

ROYAL GREEK EMBASSY  
WASHINGTON, D.C.

FEBRUARY 23, 1968

EXCELLENCY,

I have the honour to refer to your note of February 23, 1968, concerning exports of cotton textiles from Greece to the United States.

I confirm, on behalf of my Government, the understanding that the agreement between our two Governments concerning exports of cotton textiles from Greece to the United States effected by exchange of notes dated July 17, 1964, as amended, is amended as of September 1, 1966, as set forth in your note of February 23, 1968.

Accordingly, your note and this reply shall constitute an agreement between our two Governments.

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

C X PALAMAS

Christian X. Palamas

The Honorable  
DEAN RUSK

*Secretary of State  
Washington, D.C.*

## COLOMBIA

### Trade in Cotton Textiles

*Agreement amending the agreement of June 9, 1965, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington February 20, 1968;*

*Entered into force February 20, 1968.*

---

*The Secretary of State to the Ambassador of Colombia*

DEPARTMENT OF STATE

WASHINGTON

February 20, 1968

EXCELLENCY:

In response to your note of December 26, 1967, [<sup>1</sup>] proposing that the bilateral cotton textile agreement between our two countries, signed at Bogota on June 9, 1965, and amended June 24, 1966, [<sup>2</sup>] be further amended in recognition of the extension of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, [<sup>3</sup>] I have the honor to propose that the following be added to the agreement as numbered paragraph 10:

"10. Barring a significant downturn from June 24, 1966, in the United States cotton textile industry, the Government of the United States will accede to annual requests by the Government of Colombia for permission to export an additional 7 million square yards of cotton fabric from Colombia to the United States during any agreement year after June 30, 1967, without their being charged against limitations provided in this agreement.

"This additional fabric would be divided by category as follows:

Categories 5 and 6	1 million square yards, of which not more than 25 per cent in Category 6
Category 22	4 million square yards
Category 26 (excluding duck)	2 million square yards"

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 5832, 6029; 16 UST 912; 17 UST 763.

<sup>3</sup> TIAS 5240, 6289; 13 UST 2672; 18 UST 1337.

I propose that this note, and your reply thereto, shall constitute an amendment to the above-mentioned agreement between our two Governments.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

Dr. HERNAN ECHAVARRIA  
*Ambassador of Colombia*

*The Ambassador of Colombia to the Secretary of State*

EMBAJADA DE COLOMBIA  
WASHINGTON

465

February 20, 1968

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of this date, referring to the Agreement between our two Governments concerning trade in cotton textiles, signed at Bogotá on June 9, 1965, and amended June 24, 1966, which reads as follows:

"In response to your note of December 26, 1967, proposing that the bilateral cotton textile agreement between our two countries, signed at Bogotá on June 9, 1965, and amended June 24, 1966, be further amended in recognition of the extension of the Long-Term Arrangement Regarding International Trade in Cotton Textiles, I have the honor to propose that the following be added to the agreement as numbered paragraph 10:

"10. Barring a significant downturn from June 24, 1966, in the United States cotton textile industry, the Government of the United States will accede to annual requests by the Government of Colombia for permission to export an additional 7 million square yards of cotton fabric from Colombia to the United States during any agreement year after June 30, 1967, without their being charged against limitations provided in this agreement.

"This additional fabric would be divided by category as follows:

"Categories 5 and 6	1 million square yards, of which not more than 25 per cent in Category 6
Category 22	4 million square yards
Category 26 (excluding duck)	2 million square yards

"I propose that this note, and your reply thereto, shall constitute an amendment to the above-mentioned agreement between our two Governments.

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

I have the honor to inform Your Excellency that the proposals are acceptable to the Government of Colombia. Consequently, it is agreed that your note and this note of acceptance shall constitute an amendment to the Agreement.

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

H ECHAVARRIA

Hernan Echavarria  
*Ambassador of Colombia*

His Excellency  
DEAN RUSK,  
*Secretary of State,*  
*Washington, D.C.*

## MULTILATERAL

### Single Convention on Narcotic Drugs, 1961: Addition of Acetorphine and Etorphine to Schedule IV

*Notification by the United Nations dated February 19, 1968;  
Entered into force with respect to the United States of America  
February 19, 1968.*

OFFICE DES NATIONS UNIES A GENÈVE      UNITED NATIONS OFFICE AT GENEVA

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PALAIS DES NATIONS  
CH-1211 Genève 10

REF. No:  
(À rappeler dans la réponse)

G.XVIII 8/2/5 (25889)  
G.XVIII 14/2/20 (34705)  
NAR/CL.2/1968

The Secretary-General of the United Nations presents his compliments to The Secretary of State of the United States of America and has the honour to refer to his note NAR/CL.8/1966 of 19 October 1966 ['] communicating the decision of the Commission on Narcotic Drugs to add the substances acetorphine and etorphine to Schedule I of the Single Convention on Narcotic Drugs 1961.[']

His Excellency's Government may wish to note that at its twenty-second session, 8 - 26 January 1968, the Commission on Narcotic Drugs further decided to add the drugs acetorphine and etorphine to Schedule IV of the 1961 Convention. This decision of the Commission was taken pursuant to the recommendations of the World Health Organization under Article 3, paragraph 5, of the 1961 Convention.

The attention of His Excellency's Government is drawn to Article 3, paragraph 7, of the 1961 Convention by which such decision "shall become effective with respect to each Party on the date of its receipt of such communication, and the Parties shall thereupon take such action as may be required under this Convention".



19 February 1968

<sup>1</sup> TIAS 6298; 18 UST 1587, 1407.

## MULTILATERAL

### Atomic Energy: Application of Safeguards by the IAEA to the United States-Denmark Cooperation Agreement

*Agreement signed at Vienna February 29, 1968;  
Entered into force February 29, 1968.*

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AGREEMENT BETWEEN THE  
INTERNATIONAL ATOMIC ENERGY AGENCY,  
THE GOVERNMENT OF THE KINGDOM OF DENMARK AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the Kingdom of Denmark and the Government of the United States of America have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 25 July 1955, as amended by agreements signed on 27 June 1956 and 26 June 1958, [<sup>1</sup>] which requires that equipment, devices and materials made available to Denmark by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is, pursuant to its Statute [<sup>2</sup>] and the action of its Board of Governors, now in a position to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 20 February 1968;

NOW, THEREFORE, the Agency and the two Governments agree as follows:

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<sup>1</sup> TIAS 3309, 3758, 4093; 6 UST 2629; 8 UST 194; 9 UST 1139.  
<sup>2</sup> TIAS 3873; 8 UST 1093.

**PART I****Definitions**

Section 1. For the purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency.
- (b) "Board" means the Board of Governors of the Agency.
- (c) "Agreement for Cooperation" means the agreement between Denmark and the United States for co-operation on the civil uses of atomic energy signed on 25 July 1955, as amended by agreements signed on 27 June 1956 and 26 June 1958.
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961.
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10.
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute.
- (g) "Safeguards Document" means Agency document INFCIRC/66, which was approved by the Board on 28 September 1965, including the Annex setting forth provisions for reprocessing plants set forth in Agency document GC(X)/INF/86, which was approved by the Board on 17 June 1966.
- (h) "United States" means the Government of the United States of America.
- (i) "Denmark" means the Government of the Kingdom of Denmark.

**PART II****Undertakings by the Governments and the Agency**

Section 2. Denmark undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for Denmark.

Section 3. The United States undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the United States.

Section 4. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose.

Section 5. Denmark and the United States undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

Section 6. The United States agrees that its rights under Article VI of the Agreement for Co-operation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the Inventory for Denmark. It is understood that no other rights and obligations of Denmark and the United States between themselves under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII, will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 23 (a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

Section 8. Denmark and the United States shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

### PART III

#### Inventories and Notifications

##### Section 9.

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of Denmark and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for Denmark and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.
- (b) Thereafter Denmark and the United States shall jointly notify the Agency of:
  - (i) Any transfer from the United States to Denmark under their Agreement for Co-operation of materials, equipment or facilities;
  - (ii) Any transfer from Denmark to the United States of any special fissionable material which has been included in the Inventory for Denmark pursuant to Section 12; and
  - (iii) Any other materials, equipment and facilities which as a consequence of the transfers referred to in (i) and (ii) above come within the scope of the Category described in Section 10(b) or (e).

- (c) The Agency shall, within 30 days of its receipt of a joint notification, advise both Governments either:
- (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
  - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under what conditions it would be able to apply safeguards thereto if the Governments so desire.

Section 10. The Agency shall establish and maintain the Inventory with respect to each Government which shall be divided into three Categories.

- (a) Category I of the Inventory with respect to Denmark shall list:
  - (i) Equipment and facilities transferred to Denmark.
  - (ii) Material transferred to Denmark or material substituted therefor in accordance with paragraph 25 or 26 (d) of the Safeguards Document;
  - (iii) Special fissionable materials produced in Denmark, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
  - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (b) Category II of the Inventory with respect to Denmark shall list:
  - (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for Denmark; and
  - (ii) Any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for Denmark.
- (c) Category III of the Inventory with respect to Denmark shall list any nuclear material which would normally be listed in Category I of the Inventory for Denmark but which is not listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) Category I of the Inventory with respect to the United States shall list:
  - (i) Special fissionable material of whose transfer from Denmark the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document; or

- (ii) Special fissionable material produced in the United States, as specified in Section 12, or any material substituted therefor, in accordance with paragraph 23 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the United States shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the United States.
- (f) Category III of the Inventory with respect to the United States shall list any material which would normally be listed in Category I of the Inventory for the United States but which is not so listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Section 9(b)(i) shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Denmark, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the consignor and consignee, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities described in Section 10(a), 10(b)(i) or 10(d). Upon receipt by the Agency of the notification, such produced material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the Inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. Denmark shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material so processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall notify the Agency of the transfer to the United States of any materials, equipment or facilities listed in the Inventory for Denmark. Upon receipt thereof by the United States:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for Denmark to Category I of the Inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that:

- (a) Arrangements have been made by the Agency to safeguard such materials, equipment or facilities; or
- (b) The materials, equipment or facilities will be subject to safeguards other than those of the Agency but generally consistent with such safeguards and accepted by the Agency.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, any notification that will be required pursuant to Section 9(b)(iii) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 14, 15 and 16 shall be sent to the Agency at least two weeks before the material, equipment or facility is to be transferred. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15 above. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be determined as provided in paragraph 26 of the Safeguards Document.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

## PART IV

### Safeguards Procedures

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII.C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this section.

**PART V****Agency Inspectors**

Section 24. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 30 of the Safeguards Document in the United States and in Denmark shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 25. Denmark shall apply the relevant provisions of the Agreement on the Privileges and Immunities [1] of the Agency to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 26. The provisions of the International Organizations Immunities Act [2] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

**PART VI****Finance**

Section 27. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

**Section 28.**

- (a) Denmark shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Denmark.
- (b) In carrying out its functions under this Agreement within the United States, the Agency and its personnel shall be covered to the same extent as United States nationals by any protection against third-party liability provided under the Price-Anderson Act, [3] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States.

**PART VII****Settlement of Disputes**

Section 29. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

<sup>1</sup> 374 UNTS 147.

<sup>2</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

<sup>3</sup> 71 Stat. 576; 42 U.S.C. § 2210.

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice.

Section 30. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

## PART VIII

### Amendment, Modifications, Entry into Force and Duration

Section 31. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

Section 32. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government.

Section 33. This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear

material referred to in Section 10(a)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 19.

DONE in Vienna, this 29<sup>th</sup> day of February 1968, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

 [1]

For the GOVERNMENT OF THE KINGDOM OF DENMARK:

 [2]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [3]

[SEAL]

<sup>1</sup> H. Seligman.

<sup>2</sup> A. Christiansen.

<sup>3</sup> Henry De Wolf Smyth.

## PHILIPPINES

### Military Bases in the Philippines: Exchange of Land at the United States Naval Reservation at Subic Bay

*Agreement effected by exchange of notes  
Signed at Manila September 21 and October 16, 1967;  
Entered into force October 16, 1967*

*The American Ambassador to the Philippine Secretary for Foreign Affairs*

No. 252

MANILA, September 21, 1967

EXCELLENCY:

I have the honor to refer to recent discussions between the Department of Foreign Affairs and the Embassy about an exchange of land at the United States Naval Reservation at Subic Bay. The subject has also been discussed with authorities of Olongapo City and the Mutual Defense Board. The purpose of the exchange is to alleviate problems of security and to protect the watershed and the timber resources on the Reservation and the adjacent portion of the Bataan National Park and at the same time to straighten the perimeter of the Reservation.

I now have the honor to propose that the United States Government relinquish to the Philippine Government its right to use those parcels of land designated as areas X, Y, and B on the attached map and containing a total of approximately 630 hectares. I have the further honor to propose that the Government of the Philippines make available to the Government of the United States as an integral part of Subic Bay Naval Reservation that parcel of land, designated as area Z on the attached map and containing approximately 615 hectares. A more detailed description of the four parcels of land is also enclosed. In further consideration for this exchange, the Philippine Government, in order to protect the security and watershed on the Reservation and the watershed for the Boton and Binutican Rivers and the timber resources on the adjacent portion of Bataan National Park, undertakes to (a) prohibit the settlement or occupancy for any purpose including logging or farming, of any portion of the parcel of land designated as area A on the attached map, and (b) effect the removal of all unauthorised occupants within the new Reservation boundaries established by this exchange.

Finally, I have the honor to propose that the Philippine-United States Mutual Defense Board be asked to fix the precise new boundaries of the reservation established by the exchange.

If the foregoing is acceptable to your Government, I propose that this Note and Your Excellency's reply indicating acceptance shall constitute an agreement between our two Governments which will enter into force on the date of Your Excellency's reply.

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

WILLIAM McC. BLAIR, Jr.

His Excellency

NARCISO RAMOS,

*Secretary for Foreign Affairs,  
Republic of the Philippines.*

DESCRIPTION OF AREAS A, B, X, Y & Z

1. Reference Map: Boundary Survey Map of Subic Naval Base by F. C. Cruz & Co., 20 November 1962 (Bureau of Lands Plan SWO-40367).

2. General. Five areas designated A, B, X, Y and Z are shown. These areas are approximately defined in the following paragraphs.

3. Area A. That area of approximately 393 hectares bounded by lines connecting corner points 1 and 6 and the peak of Mt. Santa Rosa.

Corner Point 1 is located at coordinates Northings 13,873.23 and Eastings 28,693.50 and defined by a cylindrical concrete monument 15 x 75 CM marked U.S.M.R.

Corner Point 6 is located at coordinates Northings 11,166.13 and Eastings 27,048.40 and defined by a cylindrical monument 15 x 75 CM marked U.S.M.R.

Peak of Mount Santa Rosa is located at approximately  $14^{\circ}45'07''N$  latitude and  $120^{\circ}22'28''E$  longitude.

4. Area B. That area of approximately 22 hectares bounded by the U.S. Naval Reservation Boundary from Corner Point 469 to Corner Point 488 and a line 1 meter to the west and north of the Kalayaan Perimeter fence.

Corner Point 469 is located at coordinates Northings 21,231.83 and Eastings 20,701.39 and defined by a cylindrical monument 15 x 75 CM marked U.S.M.R.

Corner Point 488 is located at coordinates Northings 22,671.55 and Eastings 21,556.67 and defined by a cylindrical monument 15 x 75 CM marked U.S.M.R.

5. Area X. That area of approximately 427 hectares bounded by the following lines:

U.S. Naval Reservation Boundary along Highway 7 (Zigzag).

A line 10 meters north of the centerline of the road designated "Access Road".

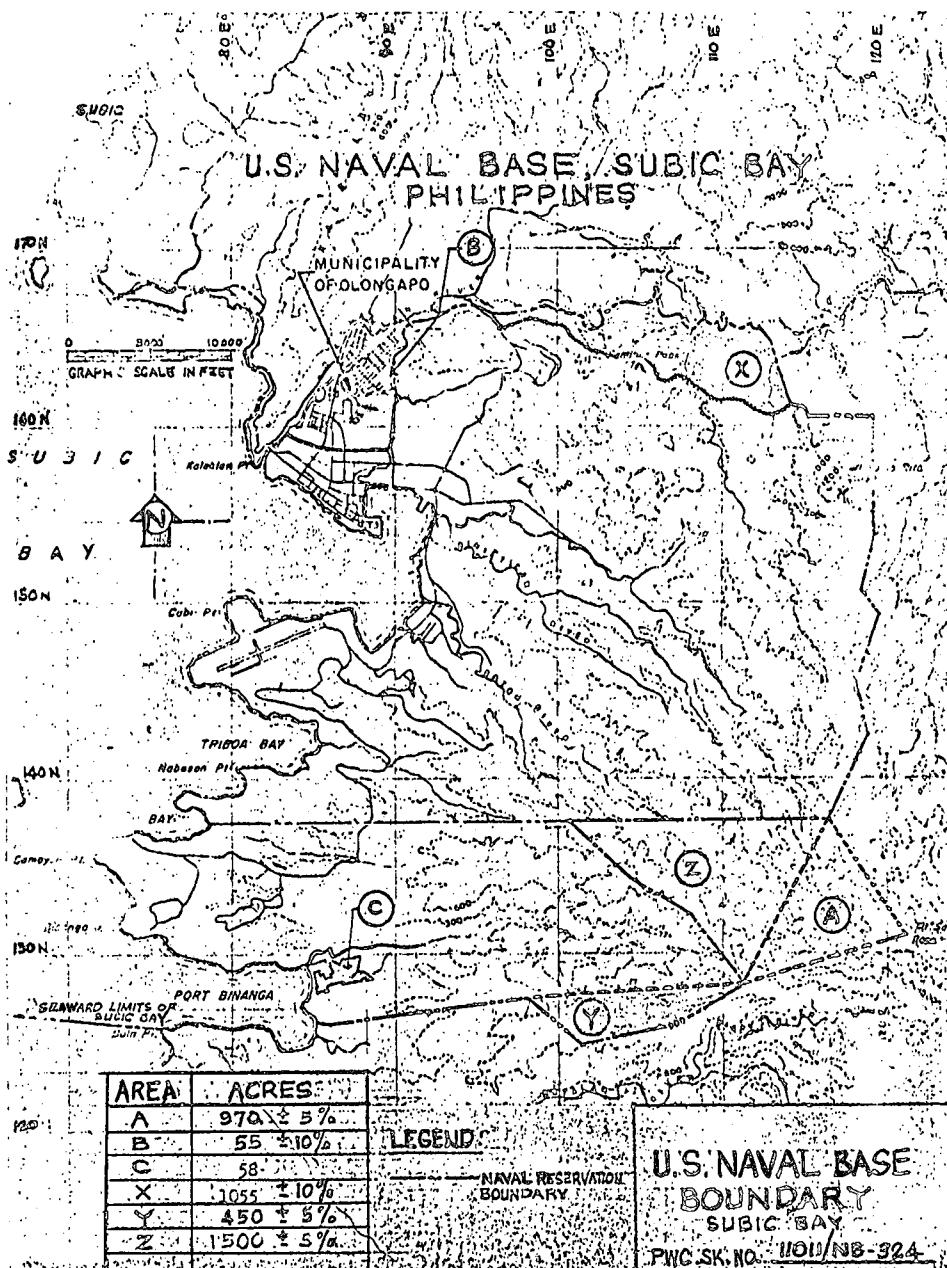
A line 3 meters to the outside (east) of Argonaut Highway Fence between the Access Road and the intersection of Argonaut Highway and Highway 7.

The eastern perimeter of the U.S. Naval Reservation from Highway 7 to the Santa Rita Bailey Bridge except for a strip of land extending 10 meters on both sides of the centerline of Mount Santa Rita Access Road.

6. Area Y. That area of approximately 181 hectares bounded on the south by the U.S. Naval Reservation Boundary between Corner Point 9 and Corner Point 6 and on the north by a line connecting Corner Points 6 and 9.

Corner Point 9 is located at coordinates Northings 10,708.08 and Eastings 23,289.71 and defined by a cylindrical monument 15 x 75 CM marked U.S.M.R.

7. Area Z. That area of approximately 614 hectares bounded by the U.S. Naval Reservation boundary on the north and west between Corner Points 1 and 6 and on the east by a line connecting Corner Points 1 and 6. Description and location of Corner Points 1 and 6 are the same as noted in paragraph 3 above.



*The Philippine Secretary for Foreign Affairs to the American Ambassador*

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

No. 28434

MANILA, October 16, 1967

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 252 dated September 21, 1967, which reads as follows:

"I have the honor to refer to recent discussions between the Department of Foreign Affairs and the Embassy about an exchange of land at the United States Naval Reservation at Subic Bay. The subject has also been discussed with authorities of Olongapo City and the Mutual Defense Board. The purpose of the exchange is to alleviate problems of security and to protect the watershed and the timber resources on the Reservation and the adjacent portion of the Bataan National Park and at the same time to straighten the perimeter of the Reservation.

"I now have the honor to propose that the United States Government relinquish to the Philippine Government its right to use those parcels of land designated as areas X, Y, and B on the attached map and containing a total of approximately 630 hectares. I have the further honor to propose that the Government of the Philippines make available to the Government of the United States as an integral part of Subic Bay Naval Reservation that parcel of land, designated as area Z on the attached map and containing approximately 615 hectares. A more detailed description of the four parcels of land is also enclosed. In further consideration for this exchange, the Philippine Government, in order to protect the security and watershed on the Reservation and the watershed for the Boton and Binutican Rivers and the timber resources on the adjacent portion of Bataan National Park, undertakes to (a) prohibit the settlement or occupancy for any purpose including logging or farming, of any portion of the parcel of land designated as area A on the attached map, and (b) effect the removal of all unauthorized occupants within the new Reservation boundaries established by this exchange.

"Finally, I have the honor to propose that the Philippine-United States Mutual Defense Board be asked to fix the precise new boundaries of the reservation established by the exchange.

"If the foregoing is acceptable to your Government, I propose that this Note and Your Excellency's reply indicating acceptance shall constitute an agreement between our two Governments which will enter into force on the date of Your Excellency's reply.

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

I am pleased to inform Your Excellency that the proposals contained in the afore-quoted Note are acceptable to my Government, and that Your Excellency's Note and this reply constitute an Agreement between our two Governments on the subject effective as of the date of this Note.

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

NARCISO RAMOS

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
Manila*

**MULTILATERAL**  
**Customs Facilities for Touring**

*Amendment to the convention of June 4, 1954.*

*Procès-verbal of entry into force done at New York June 6, 1967;  
Entered into force June 6, 1967.*

---

UNITED NATIONS

NATIONS UNIES

**CONVENTION CONCERNING CUSTOMS FORMAL-  
ITIES<sup>[1]</sup> FOR TOURING, DONE AT NEW YORK  
ON 4 JUNE 1954**

**Procès-verbal of entry into force of the amendment to article 2, para-  
graph 3, of the above-mentioned Convention**

WHEREAS article 23 of the Convention concerning Customs Facilities for Touring, done at New York on 4 June 1954,<sup>[2]</sup> provides as follows:

**"ARTICLE 23**

1. Any Contracting State may propose one or more amendments to this Convention. The text of any proposed amendment shall be transmitted to the Secretary-General of the United Nations who shall circulate it to all Contracting States.

2. Any proposed amendment circulated in accordance with the preceding paragraph shall be deemed to be accepted if no Contracting State expresses an objection within a period of six months following the date of circulation of the proposed amendment by the Secretary-General.

3. The Secretary-General shall notify as soon as possible all Contracting States whether an objection to the proposed amendment has been expressed, and if no such objection has been expressed, the amendment shall enter into force for all Contracting States three months after the expiration of the period of six months referred to in the preceding paragraph."

WHEREAS, in accordance with paragraph 1 of the above-mentioned article 23, the Government of the Kingdom of the Netherlands pro-

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<sup>1</sup> Should read "Facilities".

<sup>2</sup> TIAS 3879; 8 UST 1293.

posed the following amendment to the said Convention and the Secretary-General circulated its text to all Contracting States in letter C.N.151.1966. TREATIES-3 of 6 September 1966:[<sup>1</sup>]

In article 2, paragraph 3, of the Convention, after the words "one portable wireless receiving set" the following words should be inserted "one portable television set",

WHEREAS no Contracting State expressed an objection to the proposed amendment within the period of six months following the circulation of its text by the Secretary-General and, therefore, in accordance with paragraph 2 of the above-mentioned article 23, the proposed amendment was deemed to be accepted,

WHEREAS, in accordance with paragraph 3 of the above-mentioned article 23, the proposed amendment entered into force three months after the expiration of the period of six months referred to in the preceding paragraph, that is to say, on 6 June 1967,

WHEREAS the text of paragraph 3 of article 2 of the above-mentioned Convention as amended reads as follows:

"3. Personal effects shall include among other articles the following, provided that they can be considered as being in use:  
personal jewellery;  
one camera with twelve plates or five rolls of film;  
one miniature cinematograph camera with two reels of film;  
one pair of binoculars;  
one portable musical instrument;  
one portable gramophone with ten records;  
one portable sound-recording apparatus;  
one portable wireless receiving set;  
one portable television set;  
one portable typewriter;  
one perambulator;  
one tent and other camping equipment;  
sports equipment (one fishing outfit, one sporting firearm  
with fifty cartridges, one non-powered bicycle, one canoe or  
kayac less than 5½ metres long, one pair of skis, two tennis  
racquets, and other similar articles)."

Now, THEREFORE, I, Constantin A. Stavropoulos, Under-Secretary, Legal Counsel, sign this Procès-Verbal in a single copy in the English, French and Spanish languages, each text being equally authentic, the original of which shall be deposited with the Secretary-General of the United Nations and copies thereof shall be transmitted to all States referred to in article 14, paragraph 1, of the Convention concerning Customs Facilities for Touring, done at New York on 4 June 1954.

DONE at the Headquarters of the United Nations, New York, this sixth day of June, one thousand nine hundred and sixty-seven.

C A STAVROPOULOS

<sup>1</sup> Not printed.

**CONVENTION SUR LES FACILITES DOUANIERES  
EN FAVEUR DU TOURISME, EN DATE, A NEW  
YORK, DU 4 JUIN 1954**

**Procès-verbal d'entrée en vigueur de l'amendement au paragraphe 3  
de l'article 2 de la Convention susmentionnée**

CONSIDERANT que l'article 23 de la Convention sur les facilités douanières en faveur du tourisme, en date, à New York, du 4 juin 1954, dispose:

**"ARTICLE 23**

1. Tout Etat contractant pourra proposer un ou plusieurs amendements à la présente Convention. Le texte de tout projet d'amendement sera communiqué au Secrétaire général de l'Organisation des Nations Unies, qui le transmettra à tous les Etats contractants.

2. Tout projet d'amendement qui aura été transmis conformément au paragraphe précédent sera réputé accepté si aucun Etat contractant ne formule d'objection dans un délai de six mois à compter de la date à laquelle le Secrétaire général aura transmis le projet d'amendement.

3. Le Secrétaire général fera connaître le plus tôt possible à tous les Etats contractants si une objection a été formulée contre le projet d'amendement et, en l'absence d'objection, l'amendement entrera en vigueur pour tous les Etats contractants trois mois après l'expiration du délai de six mois visé au paragraphe précédent."

CONSIDERANT que, conformément au paragraphe 1 de l'article 23 susmentionné, le Gouvernement du Royaume des Pays-Bas a proposé l'amendement ci-après à ladite Convention, et que le Secrétaire général en a communiqué le texte à tous les Etats contractants par la lettre C.N.151.1966. TREATIES-3 du 6 septembre 1966:

Au paragraphe 3 de l'article 2 de la Convention, après les mots "un appareil récepteur de radio portatif", ajouter les mots "un appareil de télévision portatif".

CONSIDERANT qu'aucun Etat contractant n'a formulé d'objection à l'amendement proposé dans le délai de six mois qui a suivi la date à laquelle le Secrétaire général en a communiqué le texte et que, par conséquent, conformément au paragraphe 2 de l'article 23 susmentionné, l'amendement proposé a été réputé accepté,

CONSIDERANT que, conformément au paragraphe 3 de l'article 23 susmentionné, l'amendement proposé est entré en vigueur trois mois après l'expiration du délai de six mois visé au paragraphe précédent, c'est-à-dire le 6 juin 1967,

CONSIDERANT que le texte du paragraphe 3 de l'article 2 de la Convention susmentionnée, ainsi amendé, se lit comme suit:

"3. Les effets personnels comprennent, entre autres articles, les objets suivants, à condition qu'ils puissent être considérés comme étant en cours d'usage:

Bijoux personnels;  
Un appareil photographique et 12 chassis ou 5 rouleaux de pellicules;  
Un appareil cinématographique de prise de vues de petit format et deux bobines de film;  
Une paire de jumelles;  
Un instrument de musique portatif;  
Un phonographe portatif et dix disques;  
Un appareil portatif d'enregistrement du son;  
Un appareil récepteur de radio portatif;  
Un appareil de télévision portatif;  
Une machine à écrire portative;  
Une voiture d'enfant;  
Une tente et autre équipement de camping;  
Engins et articles de sport (un attirail de pêcheur, une arme de chasse avec 50 cartouches, un cycle sans moteur, un canoë ou kayak d'une longueur inférieure à 5 m 50, une paire de skis, deux raquettes de tennis, et autres articles analogues)."

EN FOI DE QUOI, nous, Constantin A. Stravropoulos, Sous-Secrétaire, Conseiller juridique, avons signé le présent Procès-verbal en un seul exemplaire, dans les langues anglaise, espagnole et française, les trois textes faisant également foi. L'original du présent Procès-verbal sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies qui en transmettra des copies à tous les Etats visés au paragraphe 1 de l'article 14 de la Convention sur les facilités douanières en faveur du tourisme, en date, à New York, du 4 juin 1954.

FAIT au Siège de l'Organisation des Nations Unies, à New York, ce sixième jour de juin 1967.

C A STAVROPOULOS

TIAS 6461

**CONVENCIÓN SOBRE FACILIDADES ADUANERAS  
PARA EL TURISMO CELEBRADA EN NUEVA YORK  
EL 4 DE JUNIO DE 1954**

**Acta de entrada en vigor de la enmienda al párrafo 3 del artículo 2  
de la Convención**

CONSIDERANDO que el artículo 23 de la Convención sobre Facilidades Aduaneras para el Turismo, celebrada en Nueva York el 4 de junio de 1954, dispone lo siguiente:

**"ARTÍCULO 23**

1. Cualquier Estado Contratante podrá proponer una o más modificaciones a la presente Convención. El texto de la modificación propuesta será remitido al Secretario General de las Naciones Unidas, quien lo distribuirá entre todos los Estados contratantes.

2. Se considerará que ha sido aceptada cualquier modificación propuesta que se distribuya con arreglo a lo dispuesto en el párrafo anterior, si ningún Estado Contratante formula objeciones dentro de los seis meses siguientes a la fecha en que el Secretario General distribuyó la modificación propuesta.

3. El Secretario General comunicará a los Estados Contratantes, tan pronto como sea posible, si se formula alguna objeción contra la modificación propuesta, y, en caso de que no se presente ninguna, la modificación entrará en vigor para todos los Estados Contratantes tres meses después de que expire el período de seis meses que se menciona en el párrafo anterior."

CONSIDERANDO que, de conformidad con el párrafo 1 del citado artículo 23, el Gobierno del Reino de los Países Bajos ha propuesto, y el Secretario General ha distribuido entre todos los Estados Contratantes por carta C.N.151.1966. TRATADOS-3, de 6 de septiembre de 1966, la siguiente enmienda a dicha Convención:

Insertar en el párrafo 3 del artículo 2 de la Convención las palabras "un receptor de televisión portátil", a continuación de "un receptor de radio portátil",

CONSIDERANDO que ningún Estado Contratante ha formulado objeciones contra la enmienda propuesta en el período de seis meses transcurridos después de la distribución de su texto por el Secretario General y que, por lo tanto, según lo dispuesto en el párrafo 2 del precitado artículo 23, se ha considerado aceptada la enmienda propuesta,

CONSIDERANDO que, en virtud del párrafo 3 de dicho artículo 23, la enmienda propuesta ha entrado en vigor tres meses después de la expiración del plazo de seis meses aludido en el párrafo precedente, es decir, el 6 de junio de 1967,

CONSIDERANDO que el texto del párrafo 3 del artículo 2 de dicha Convención, con la enmienda introducida, dice así:

"3. Entre otros artículos, se considerarán efectos personales los siguientes, a condición de que se estime que están en uso:

joyas personales;  
una cámara fotográfica con doce placas o cinco rollos de película;  
una cámara cinematográfica de pequeño milimetraje con dos rollos de película;  
un par de gafas binoculares;  
un instrumento de música portátil;  
un gramófono portátil con diez discos;  
un aparato portátil para la grabación del sonido;  
un receptor de radio portátil;  
un receptor de televisión portátil;  
una máquina de escribir portátil;  
un cochecito de niño;  
una tienda de campaña y el equipo para acampar;  
artículos para deportes (un juego de avíos para la pesca, un arma de fuego de deportes con cincuenta cartuchos, una bicicleta sin motor, una canoa o kayak de menos de 5,50 metros de largo, un par de esquís, dos raquetas de tenis, y otros artículos similares)."

EN VISTA DE LO CUAL el infrascrito, Constantin A. Stavropoulos, Subsecretario, Asesor jurídico, firma la presente Acta en un solo ejemplar en español, francés e inglés, siendo los tres textos igualmente auténticos, cuyo original se depositará en poder del Secretario General de las Naciones Unidas, debiéndose remitir copias de la misma a todos los Estados mencionados en el párrafo 1 del artículo 14 de la Convención sobre Facilidades Aduaneras para el Turismo, celebrada en Nueva York el 4 de junio de 1954.

HECHO en la Sede de las Naciones Unidas, Nueva York, a los seis días del mes de junio de mil novecientos sesenta y siete.

C A STAVROPOULOS

## VIET-NAM Agricultural Commodities

*Agreement amending the agreement of September 21, 1967.*

### ***Effectuated by exchange of notes***

*Signed at Saigon February 19, 1968;*

*Entered into force February 19, 1968.*

*The American Ambassador to the Vietnamese Vice-Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Saigon, February 19, 1968*

No. 190

**EXCELLENCY:**

I have the honor to refer to the Supplementary Agreement between the Government of the United States of America and the Government of the Republic of Viet-Nam for Sales of Agricultural Commodities signed on September 21, 1967 [1] and to propose that:

1. The commodity table in Part II, Item I be amended by increasing the amount for rice from \$90.0 million to \$93.0 million.
  2. The amount for convertibility in Paragraph 3, Item II of Part II be amended by increasing from \$1,800,000 to \$1,860,000.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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.

## ELLSWORTH BUNKER

Ellsworth Bunker  
*American Ambassador*

His Excellency

Pham Dang Lam

*Vice-Minister of Foreign Affairs  
Republic of Viet-Nam  
Saigon, Viet-Nam*

<sup>1</sup> TIAS 6351; 18 UST 2513.

*The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador*

RÉPUBLIQUE DU VIỆTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 603/EF/NC

SAIGON, February 19, 1968.

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's today's note which reads as follows:

"I have the honor to refer to the Supplementary Agreement between the Government of the United States of America and the Government of the Republic of Viet-Nam for Sales of Agricultural Commodities signed on September 21, 1967 and to propose that:

1. The commodity table in Part II, Item I be amended by increasing the amount for rice from \$90.0 million to \$93.0 million.
2. The amount for convertibility in Paragraph 3, Item II of Part II be amended by increasing from \$1,800,000 to \$1,860,000.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply."

I have the honor to confirm to Your Excellency my concurrence in the contents of your Note.

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

[SEAL]

PHAM DANG LAM

Phạm-Dăng-Lâm  
Acting Minister  
of Foreign Affairs.

His Excellency

Mr. ELLSWORTH BUNKER

Ambassador of the United States  
of America to Viet-Nam  
Saigon

## **BARBADOS**

### **Investment Guaranties**

*Agreement signed at Bridgetown March 11, 1968;  
Entered into force March 11, 1968.*

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#### **INVESTMENT GUARANTY AGREEMENT**

The Government of the United States of America (the "Guaranteeing Government") and the Government of Barbados (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of Barbados' economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government,

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Barbados.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which

such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guarantees shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the

claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of signature.

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

DONE at Bridgetown, Barbados, in duplicate, this 11th day of March 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FREDRIC R. MANN

*Ambassador of the United States  
of America*

FOR THE GOVERNMENT  
OF BARBADOS:

ERROL W. BARROW

*Prime Minister and Minister of  
External Affairs*

## BOTSWANA

### Investment Guaranties

*Agreement signed at Gaberones January 12, 1968;  
Entered into force January 12, 1968.*

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#### INVESTMENT GUARANTEE AGREEMENT

The GOVERNMENT OF THE UNITED STATES OF AMERICA (the "Guaranteeing Government") and the GOVERNMENT OF THE REPUBLIC OF BOTSWANA (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of Botswana's economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government;

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Botswana.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guarantee issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognise the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guarantee is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which

such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guarantees shall be accorded treatment neither less nor more favourable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the

claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. Only the respective Governments may request the arbitral procedure and participate in it. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guarantees issued while the Agreement was in force shall remain in force for the duration of those guarantees, in no case longer than twenty years, after the denunciation of the Agreement.

8. This Agreement shall enter into force immediately.

DONE at GABERONES, in duplicate, this twelfth day of January, Nineteen Hundred and Sixty-Eight.

SERETSE KHLAMA

FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

CHARLES H PLETCHER

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

SOMALI REPUBLIC  
Agricultural Commodities

*Agreement signed at Washington March 15, 1968;  
Entered into force March 15, 1968.*

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

The Government of the United States of America and the  
Government of the Somali Republic,

Recognizing the desirability of expanding trade in agricultural  
commodities between the United States of America (hereinafter  
referred to as the exporting country) and the Somali Republic  
(hereinafter referred to as the importing country) and with other  
friendly countries in a manner that will not displace usual

marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

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

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

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

Have agreed as follows:

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<sup>1</sup> 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

## PART I - GENERAL PROVISIONS

## ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

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

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

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this

agreement shall be made within the supply periods specified in the commodity table in Part II.

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

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

any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

## ARTICLE II

### A. Initial Payment

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

B. Type of Financing

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

C. Deposit of Payments

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

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

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

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in

these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

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

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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during

the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

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

C. Self-help

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

D. Reporting

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

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

#### E. Procedures for Reconciliation and Adjustment of Accounts

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

#### F. Definitions

For the purposes of this agreement:

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

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

I. Identification and Publicity

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

## PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (Calendar year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Thousands)
Wheat flour	1968	4,000	\$400
Soybean and/or cottonseed oil	1968	2,000	530
Ocean Transportation (estimated)			
		<u>TOTAL</u>	<u>180</u> <u>\$1,110</u>

ITEM II. Payment Terms:

## Convertible Local Currency Credit

1. Initial Payment - None
2. Currency use payment - 20 percent of the value of commodities financed and imported under the agreement prior to November 1, 1968 which shall be due November 1, 1968, plus 20 percent of the value of commodities financed and imported under the agreement from time to time on or after November 1, 1968, which shall be due on the ninetieth day after each importation.
3. Balance payable - approximately equal annual installments
4. Number of installment payments - 31
5. Due date of first installment payment - ten years after date of last delivery of commodities in each calendar year
6. Initial interest rate - 2 percent
7. Continuing interest rate - 2 1/2 percent

**ITEM III. Usual Marketing Table**

<u>Commodity</u>	<u>Import Period (Calendar Year)</u>	<u>Usual Marketing Requirement (Metric Tons)</u>
Wheat flour	1968	10,000
Edible vegetable oil	1968	2,400

**ITEM IV. Export Limitations:**

- A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall be calendar year 1968 and any subsequent calendar year during which said commodities are imported or utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat flour - wheat flour and other wheat products, corn and sorghum; and for soybean/cottonseed oil - edible vegetable oils and products thereof.

**ITEM V. Self-Help Measures:**

1. Support the Afgoi Agricultural Research and Training Center and other activities to develop new crops and improve crop and livestock production practices, and coordinate research activities with the regional program of the East African Agricultural and Forestry Research Organization;
2. Increase financial resources devoted to the Livestock Development Agency and the Agricultural Development Agency to increase production;
3. Establish a credit facility to increase farm credit;
4. Develop grain marketing and storage facilities, and a price stabilization project designed to offer incentives to increase crop production;
5. Cooperate with the Scientific, Technical and Research Commission sponsored regional rinderpest eradication

- program and increase net supplies and vaccines in some of the remote areas of the country;
6. Support port and road building projects which will increase or facilitate exports of major agricultural products, bananas and livestock;
  7. Strengthen systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities; and
  8. Carry out such other measures as may be mutually agreed upon for the purposes specified in Section 109(a) of the Act.

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

For purposes specified in Item V.

ITEM VII. Other Provisions

1. The currency use payments specified in Item II 2 of this Part shall be made in Somali shillings at the applicable exchange rate specified in Part I, Article III G of this agreement in effect on the date of payment and shall be used by the Government of the exporting country for payment of its obligations in the importing country. Interest on principal paid by making the currency use payments shall be paid as provided in paragraph 3 of the Annex to this agreement.

2. Notwithstanding paragraph 4 of the Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

## PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Washington, in duplicate, this fifteenth day of March 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



[<sup>1</sup>]

FOR THE GOVERNMENT OF THE SOMALI REPUBLIC:



[<sup>2</sup>]

<sup>1</sup> Hubert H. Humphrey

<sup>2</sup> Mohamed Ibrahim Egal

## CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of:

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities, including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these

proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

# ISRAEL

## Agricultural Commodities

*Agreement signed at Washington March 29, 1968;  
Entered into force March 29, 1968.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL

The Government of the United States of America and the Government of Israel have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the agreement signed August 4, 1967,<sup>[1]</sup> together with the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. Commodity Table:

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Feedgrains	1968	300,000	\$15.7
Wheat and/or wheat flour	1968	150,000	9.3
Vegetable oil	1968	15,000	3.3
Tobacco	1968	200	.3
Ocean Transportation (Estimated)			1.8
			<hr/>
		TOTAL	\$30.4

##### ITEM II. Payment Terms:

###### Dollar Credit

1. Initial Payment - 5 percent.
2. Number of Installment Payments - 19.
3. Amount of each Installment Payment - Approximately equal annual amounts.
4. Due Date of First Installment Payment - Two years after the date of last delivery of commodities in any calendar year.
5. Initial Interest Rate - 2 percent.
6. Continuing Interest Rate - 2½ percent.

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<sup>1</sup> TIAS 6314; 18 UST 1684.

**ITEM III. Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u> (United States Calendar Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Feedgrains	1968	250,000
Wheat and/or wheat flour	1968	130,000
Edible vegetable oils	1968	22,000 (of which at least 17,000 metric tons shall be imported from the United States of America)
Tobacco	1968	1,500

**ITEM IV. Export Limitations:****A. Export Limitation Period**

With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be United States calendar year 1968 or any subsequent United States calendar year during which said commodity financed under this agreement is being imported and utilized.

**B. For the purposes of Part I, Article III A3, of the agreement the commodities considered to be the same as, or like, the commodities imported under this agreement are:**

Feedgrains, including rye, corn, grain sorghums, barley, oats and products thereof, except seeds, animal products and industrial products.

Wheat, wheat flour, bran, bulgur and/or rolled wheat.

Edible vegetable oils and oilseeds, including peanut, soybean, olive, sunflower, and cottonseed oils, and products thereof.

**C. Permissible Exports**

During United States calendar year 1968:

1. Israel may export 25,000 metric tons of edible vegetable oils (including oil equivalent of edible oil bearing seeds) to countries friendly to the United States of America, provided that for each ton of edible vegetable oils exported, including oil equivalent of edible oil bearing seed, the Government of Israel will purchase commercially from the United States of America an equivalent amount of edible vegetable oil or edible oil bearing seeds calculated on an oil extraction rate of 17.5 percent in addition to the usual marketings.
2. Israel may export soybean oil meal, sunflower seeds and peanuts (not for crushing), edible olives, olive oil, desiccated coconut meat and industrial oils and oilseeds without offsetting purchase requirements.

3. Israel may export margarine and/or shortening provided the Government of Israel purchases commercially from the United States of America an amount of edible vegetable oil or edible oil bearing seeds equivalent to the edible oil content of the margarine and/or shortening exported. This purchase will be in addition to the usual marketing requirement. The extraction rate of edible oil bearing seeds to be used in calculation of the equivalent amount of edible oil contained in the margarine and/or shortening will be 17.5 percent.
4. Israel may export barley malt and up to \$150,000 worth of corn starch.

**ITEM V. Self-Help Measures:**

As part of a continuing policy of strong efforts to encourage agricultural self-help, the Government of Israel is undertaking to:

1. Further increase food production through intensive use of existing croplands;
2. Improve the facilities for the storage and distribution of food commodities; and
3. Continue emphasis on adaptive research to develop new high yielding crop varieties.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

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

DONE at Washington, in duplicate, this twenty-ninth day of March, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LUCIUS D. BATTLE

FOR THE GOVERNMENT OF ISRAEL:

Y. RABIN

# CANADA

## North American Air Defense Command

*Agreement extending the agreement of May 12, 1958.*

*Effectuated by exchange of notes*

*Signed at Washington March 30, 1968;*

*Entered into force March 30, 1968.*

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*The Secretary of State to the Ambassador of Canada*

DEPARTMENT OF STATE  
WASHINGTON  
March 30, 1968

**EXCELLENCY:**

I have the honor to refer to discussions in the Permanent Joint Board on Defense and elsewhere regarding the mutual interest of the United States and Canada in the continued cooperation between the two countries in the strategic defense of the North American continent. In particular, these discussions have concerned themselves with the North American Air Defense Command established on August 1, 1957 in recognition of the desirability of an integrated headquarters exercising operational control over assigned air defense forces. The principles governing the organization and operation of this Command were set forth in the Agreement between our two Governments dated May 12, 1958. [<sup>1</sup>] That Agreement provided that the North American Air Defense Command was to be maintained in operation for a period of ten years.

The discussions recently held between the representatives of our two Governments have confirmed the need for the continued existence in peacetime of an organization, including the weapons, facilities and command structure, which could operate at the outset of hostilities in accordance with a single air defense plan approved in advance by the national authorities of both our countries. In the view of the Government of the United States, this function has been exercised effectively by the North American Air Defense Command.

My Government, therefore, proposes that the Agreement on the North American Air Defense Command effected by the exchange of notes, signed at Washington, D.C. on May 12, 1958, be continued for

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<sup>1</sup> TIAS 4031; 9 UST 538.

a period of five years, from May 12, 1968, it being understood that a review of the Agreement may be undertaken at any time at the request of either party and that the Agreement may be terminated by either Government after such review following a period of notice of one year.

It is also agreed by my Government that this Agreement will not involve in any way a Canadian commitment to participate in an active ballistic missile defense.

If the Government of Canada concurs in the considerations and provisions set out above, I propose that this note and your reply to that effect shall constitute an agreement between our two Governments, effective from the date of your reply.

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

For the Secretary of State:

JOHN M. LEDDY

His Excellency

A. E. RITCHIE,  
*Ambassador of Canada.*

*The Ambassador of Canada to the Secretary of State*

CANADIAN EMBASSY

No. 115

SIR,

I have the honour to refer to your note of March 30, 1968 setting out certain considerations and provisions concerning the continuation of the agreement between our two Governments on the North American Air Defence Command effected by the exchange of notes of May 12, 1958.

I am pleased to inform you that my Government concurs in the considerations and provisions set out in your note, and further agrees with your proposal that your note and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments effective today.

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

A E RITCHIE

[SEAL]

The Honourable  
DEAN RUSK,  
*The Secretary of State,  
Washington, D.C.*

*The Ambassador of Canada to the Secretary of State*

CANADIAN EMBASSY

AMBASSADE DU CANADA

WASHINGTON, D.C.

N° 115

*le 30 mars 1968*

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à votre note du 30 mars 1968 qui renferme certaines considérations et dispositions touchant la continuation de l'accord entre nos deux Gouvernements sur le Commandement de la défense aérienne de l'Amérique du Nord, accord qui a fait l'objet de l'échange de notes en date du 12 mai 1958.

J'ai le plaisir de vous faire savoir que mon Gouvernement est d'accord avec les considérations et les dispositions énoncées dans votre note; il accepte en outre que votre note et la présente réponse, qui fait foi en anglais et en français, constituent entre nos deux Gouvernements un accord qui entre en vigueur aujourd'hui.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances de ma plus haute considération.

L'Ambassadeur

A E RITCHIE

A. E. Ritchie

[SEAL]

Son Excellence Monsieur DEAN RUSK

*Secrétaire d'Etat**Washington, D.C.*

## AFGHANISTAN

### Technical Cooperation

*Agreement extending the agreement of June 30, 1953, as extended.*

*Effectuated by exchange of notes*

*Dated at Kabul December 30, 1967, and March 6, 1968;*

*Entered into force March 6, 1968;*

*Effective December 31, 1967.*

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

No. 33

KABUL, December 30, 1967

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, as amended and extended. [<sup>1</sup>]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "June 30, 1968" for the date "December 31, 1967" in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to propose further 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 and shall be deemed to have effect from December 31, 1967.

Accept, Excellency, the assurances of my highest consideration.

ROBERT G. NEUMANN

His Excellency

NUR AHMAD ETEMADI,

Prime Minister

and Minister of Foreign Affairs,

Kabul.

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<sup>1</sup> TIAS 2856, 4670, 4979, 5243, 5477, 5714, 5807, 5901, 5993, 6123, 6253, 6321; 4 UST 2012; 12 UST 16; 13 UST 305, 2716; 14 UST 1724; 15 UST 2249; 16 UST 767, 1750; 17 UST 490, 1648; 18 UST 482, 1763.

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

جلالتمام عزيز

وصول نامه شماره ۲۲ مورخ ۲۰ دسامبر ۱۹۶۷ مطابق ۸ جدي  
۱۳۴۶ جلالتمام شواراد رمانتتنا مه پرودگرام همکاری تخفیک که  
بتارین ۳۰ جنون ۱۹۶۲ در کابل امضا گردیده است اطمینان مده هم .

پیشنهاد شماره تعمیل ماده ۱۷ / موافقتنا مه  
مبنی بر تجدید تارین ان از ۲۰ دسامبر ۱۹۶۷ به ۳۰ جنون ۱۹۶۸  
ظرف قبول است .

بدینوسیله موافقت حکومت پادشاه افغانستان را  
در زمینه اظهار داشته احترامات فایقه را تجدید میدارم .

مورخ - ۱۵ حوت ۱۳۴۶  
کابل  
وزیر امور خارجہ  
سوراحمد احمدی

جلالتمام را بست نیو من سفیر کبیر  
ایالات متحده امریکا  
کے لئے .

*Translation*

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Note No. 33 dated December 30, 1967, corresponding to Jaddi 8, 1346, from Your Excellency concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1958.

Your proposal to amend Article IX of the Agreement by extending its date from December 31, 1967 to June 30, 1968 is accepted.

I hereby express the agreement of the Royal Government of Afghanistan on this matter, along with the assurances of my highest consideration.

N A E

Noor Ahmed E'temadi  
Minister of Foreign Affairs

KABUL,  
*Hoot 15, 1346 (March 6, 1968)*

His Excellency

ROBERT NEUMANN,  
*Ambassador of the United States of America,  
Kabul.*

# ETHIOPIA

## Investment Guaranties

*Agreement amending the agreement of August 3, 1962.*

*Effectuated by exchange of notes*

*Signed at Addis Ababa March 17, 1967, and March 8, 1968;*

*Entered into force March 8, 1968.*

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*The American Ambassador to the Ethiopian Minister of State*

No. 708

*ADDIS ABABA, March 17, 1967*

EXCELLENCY:

I have the honor to refer to the Agreement effected by the exchange of notes on August 3, 1962 [¹] between our two Governments relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Ethiopia. In addition to the guaranty coverage dealt with in that Agreement, legislation enacted in the United States of America authorizes further coverage to be provided investors by investment guarantees 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 development of the economic resources and productive capacities of Ethiopia, the Government of the United States of America is prepared to issue investment guarantees 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 guarantees.

It is understood that the procedure for intergovernmental negotiations and arbitration provided in the Agreement of August 3, 1962 would apply, with respect to any other additional forms of guarantees only in respect of losses attributable to acts of the Imperial Ethiopian Government which involve questions of liability under public international law.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Imperial Ethiopian Government and

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<sup>¹</sup> TIAS 5134; 13 UST 1856.

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.

EDWARD M. KORRY

His Excellency

ATO KETEMA YIFRU

*Minister of State*

*Ministry of Foreign Affairs*

*Imperial Ethiopian Government*

*The Ethiopian Minister for Foreign Affairs to the American Ambassador*



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*Imperial Ethiopian Government  
Ministry of Foreign Affairs*

rec: 890/7/60  
No

MIN: AMG: MAR. 8, 1967: IRE: 9:57A  
Addis Ababa

EXCELLENCY,

I have the honour to refer to your note No. 708, sent by former Ambassador Korry on March 17, 1967, concerning the willingness of the Government of the United States of America to extend the investment guarantees embodied in our exchange of notes of August 3, 1962 to such additional coverage as may be authorized by United States Legislation and found satisfactory to the Imperial Ethiopian Government. It is my pleasure to inform you that the Imperial Ethiopian Government desires to extend the investment guarantees available to United States investors for investment in Ethiopia in accordance with the content of your note No. 708.

It is understood that the procedure for inter-Governmental negotiations and arbitration provided in the Agreement of August 3, 1962 will apply, with respect to any other additional forms of guarantees, only in respect of losses attributable to acts of the Imperial Ethiopian Government which involve questions of liability under public international law.

Upon receipt of this note by Your Excellency, the Imperial Ethiopian Government will consider that this note and Your note No. 708 constitute an agreement between our two Governments amending our previous Agreement of August 3, 1962.

Accept, Excellency, the assurances of my highest consideration.

KETEMA YIFRU

[SEAL]                    Ketema Yifru  
                            Minister for Foreign Affairs

His Excellency W. O. Hall,  
*Ambassador of the United States of America,*  
*Addis Ababa, Ethiopia.*

# UNITED ARAB REPUBLIC

## Trade in Cotton Textiles

*Agreement effected by exchange of notes between the Secretary of State and the Ambassador of India (representing the United Arab Republic interests)*

*Signed at Washington March 28, 1968;  
Entered into force March 28, 1968.*

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*The Secretary of State to the Ambassador of India*

DEPARTMENT OF STATE  
WASHINGTON  
March 28, 1968

EXCELLENCY:

I have the honor to request that Your Excellency, in your capacity as representative of the interest of the Government of the United Arab Republic, convey the following information to that Government:

“The Government of the United States of American refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes on December 4, 1963, [¹] hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by an exchange of notes between the Secretary of State and the Chargé d’Affaires ad interim of India, representing the interest of the United Arab Republic, [²] which provides for the continued regulation of the trade in cotton textiles through March 31, 1968.

“The Government of the United States proposes that for the period from April 1, 1968 through June 30, 1968, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarter of the last agreement year under the 1963 Agreement.

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<sup>1</sup> TIAS 5500; 14 UST 1889.

<sup>2</sup> Exchange of notes of Dec. 28, 1967; entered into force Dec. 28, 1967. TIAS 6336; 18 UST 2343.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of March 28, 1968, from the Secretary of State of the United States to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this Agreement."

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

NAWAB ALI YAVAR JUNG  
*Ambassador of India*

*The Ambassador of India to the Secretary of State*

भारतीय राजदूतावास  
वासिंगटन, डी॰ सी॰  
EMBASSY OF INDIA  
WASHINGTON, D. C.

MARCH 28, 1968

EXCELLENCY,

I have the honour to refer to your note of March 28, 1968 in which you request that in my capacity as representative of the interests of the Government of the United Arab Republic, I convey the following information to that Government:

"The Government of the United States of America refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes on December 4, 1963, hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by an exchange of notes between the Secretary of State and the Charge d'Affaires ad interim of India, representing the interest of the United Arab Republic, which

provides for the continued regulation of the trade in cotton textiles through March 31, 1968.

"The Government of the United States proposes that for the period from April 1, 1968 through June 30, 1968, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarter of the last agreement year under the 1963 Agreement.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of March 28, 1968 from the Secretary of State of the United States to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this Agreement."

At the request of the Government of the United Arab Republic, I have the honour to inform you that the foregoing proposal is acceptable to that Government. Accordingly, your note of March 28, 1968 and this reply constitute an agreement between the Government of the United States of America and the Government of the United Arab Republic.

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

ALI YAVAR JUNG

Ali Yavar Jung  
Ambassador of India

The Honourable  
DEAN RUSK

*The Secretary of State  
Washington, D.C.*

## PANAMA

## Air Service: Equipment for Navigational Aids

*Agreement effected by exchange of notes  
Signed at Panamá December 5, 1967, and February 22, 1968;  
Entered into force February 22, 1968.*

*The American Ambassador to the Panamanian Minister of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*December 5, 1967*

No. 272

*December 5, 1967*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning an agreement under which the Federal Aviation Administration of the United States of America (hereinafter referred to as FAA) would furnish to the Ministry of Government and Justice of Panama (hereinafter referred to as the Ministry), on a reimbursement basis, certain services and materials peculiar to the type of air navigation aids used by the Ministry.

In order to effect the provision by the FAA of these services and materials directly or by contract to the Ministry, the Government of the United States of America proposes to enter into the following Agreement with the Government of Panama:

## 1. Description of Project

- A. At such locations and such times as may be mutually agreed upon by the FAA and the Ministry, the FAA shall:
    - (1) Procure, exchange and/or repair, for the Ministry, parts peculiar to the FAA-type air navigational aids operated by the Ministry.
    - (2) Export, pack, and ship such items in accordance with instructions contained in subsequent correspondence.
  - B. The Ministry will be responsible for securing any export licenses or other documents required to permit the material furnished under this agreement to leave the United States and enter Panama.
  - C. Materials purchased by the FAA for the Ministry will carry the same manufacturer's warranty as material purchased by FAA for its own account.

2. Special Limitations

- A. The total value of the material to be procured by the FAA under this agreement may not exceed \$10,000 per year. This limitation does not include the packing or shipping charges nor the FAA administrative service charge.
- B. The authority for the FAA to provide this service is dependent upon the continued unavailability on the open market of those parts which are peculiar to this equipment.

3. Payment of Costs

- A. The Ministry will reimburse the FAA for actual cost of material, packing, and shipping plus a five percent administrative service charge. The Ministry agrees to make payment for the above costs upon receipt of appropriate billing from the FAA.
- B. The Government of the Republic of Panama hereby designates the Ministry of Government and Justice, Panama, Republic of Panama as the office authorized to request FAA services and materials and as the billing office to which FAA bills will be rendered.

If the Government of the Republic of Panama concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect be regarded as an Agreement between the Government of the United States of America and the Government of Panama which shall enter into force on the date of your reply and remain in force until thirty days after either Government gives to the other Government notice of its desire to terminate it.

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

C W ADAIR Jr.

His Excellency

Ing. Fernando Eleta A.,  
*Minister of Foreign Relations,*  
*Panama.*

*The Panamanian Minister of Foreign Relations to the American Ambassador*

REPUBLICA DE PANAMA  
MINISTERIO DE RELACIONES EXTERIORES

Panama 4, Panama

Nº DREU-314/1048-6

PANAMÁ, Febrero 22 de 1968.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la nota de Vuestra Excelencia N° 272 de Diciembre 5 de 1967.

Me comunica Vuestra Excelencia la proposición que hace el Gobierno de su país al Gobierno de Panamá para concertar un Acuerdo, cuyos términos expone, con el objeto de que la Federal Aviation Administration (FAA), de Estados Unidos de América, pueda adquirir y proveer al Ministerio de Gobierno y Justicia, de la República de Panamá, materiales y servicios del tipo de ayuda a la aeronavegación que suele usar ese Ministerio, con pago de su valor.

El Ministerio de Gobierno y Justicia ha manifestado al respecto que los términos del Acuerdo propuesto son satisfactorios. Esta es la opinión del Gobierno de Panamá y al aceptar la otra proposición que hace Vuestra Excelencia mediante el último párrafo de su nota la Cancillería de la República considera perfeccionado así el Acuerdo, desde la fecha de hoy, con duración hasta que uno de los dos Gobiernos notifique al otro, con treinta días de anticipación, su intención de darlo por terminado.

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

F ELETA A.

Fernando Eleta A.,  
*Ministro de Relaciones Exteriores.*

Su Excelencia

CHARLES W. ADAIR, Jr.,  
*EmbaJador de Estados Unidos de América,*  
*E.S.D.*

*Translation*

REPUBLIC OF PANAMA  
MINISTRY OF FOREIGN RELATIONS  
Panamá 4, Panama

No. DREU-314/1048-6

PANAMA, February 22, 1968

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's Note No. 272 of December 5, 1967.

Your Excellency informs me of the proposal that the Government of your country is making to the Government of Panama for the conclusion of an agreement, whose terms you set forth, in order that the Federal Aviation Administration (FAA) of the United States may acquire and furnish to the Ministry of Government and Justice, on a reimbursable basis, materials and services peculiar to the type of air navigation aids used by that Ministry.

In this regard the Ministry of Government and Justice has stated that the terms of the proposed agreement are satisfactory. This is the opinion of the Government of Panama and, accepting the other proposal made by Your Excellency in the last paragraph of your note, the Ministry of Foreign Relations of the Republic considers the agreement to be in force from this date, to remain so until either of the two Governments notifies the other thirty days in advance of its intention to terminate it.

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

F. ELETA A.

Fernando Eleta A.  
*Minister of Foreign Relations*

His Excellency

CHARLES W. ADAIR, Jr.,  
*Ambassador of the United States of America.*

**TRINIDAD AND TOBAGO**  
**Parcel Post**

*Agreement and regulations of execution signed at Port-of-Spain,  
Trinidad, March 9, 1968, and at Washington March 18, 1968;  
Approved and ratified by the President of the United States of  
America March 30, 1968;  
Entered into force May 1, 1968.*

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**PARCEL POST AGREEMENT**

**between**

**THE POSTAL ADMINISTRATION  
of  
THE UNITED STATES OF AMERICA**

**and**

**THE POSTAL ADMINISTRATION  
of  
TRINIDAD AND TOBAGO**

.....

....

..

(4735)

TIAS 6472

**PARCEL POST AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF TRINIDAD AND TOBAGO**

The undersigned, for and on behalf of the Postal Administrations of the United States of America and Trinidad and Tobago, duly authorized by their respective governments, have by mutual consent agreed to the following Articles:

**ARTICLE I****Object of the Agreement**

Between the United States of America (including Puerto Rico, the Virgin Islands of the United States, Guam and American Samoa) on the one hand and Trinidad and Tobago on the other hand, there may be exchanged by surface or by air, parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the Execution of this Agreement.

**ARTICLE II****Transit Parcels**

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administration.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

**ARTICLE III****Postage and Fees**

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for

return receipts that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be paid in advance.

#### ARTICLE IV

##### Preparation of Parcels

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations. Each Administration may also undertake the necessary measures to ensure an accurate and exact description of the contents of outgoing parcels.

#### ARTICLE V

##### Prohibitions

1. The following articles are prohibited transmission by parcel post:

- (a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.
- (b) An enclosure which bears an address different from that placed on the cover of the parcel.
- (c) Any live animal, except bees.
- (d) Any article the admission of which is forbidden by the customs or other laws or regulations in force in either country.
- (e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.
- (f) Articles of an obscene or immoral nature.

It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the Administration of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in ac-

cordance with its laws and inland regulations. Explosives or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter, or a communication having the nature of a letter, may not in any case entail return of the parcel to the sender. The letter, however, is marked for collection of postage calculated at double the rate applicable to the letter service from the country of origin to the country of destination.

4. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not on that account assume any responsibility towards the customs or police authorities, or the sender.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

## ARTICLE VI

### Insurance

1. Parcels may be insured up to the amount of 365 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the two contracting Postal Administrations may, by mutual consent, increase or decrease this maximum amount of insurance.

2. A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

## ARTICLE VII

### Responsibility. Indemnity

1. The Postal Administrations of the two countries concerned will not be responsible for the loss, abstraction, or damage of an ordinary parcel.

2. Except in the cases mentioned in the Article following, the contracting Administrations are responsible for the loss of insured parcels mailed in one of the two countries for delivery in the other and for the loss, abstraction of, or damage to their contents or a part thereof.

The sender or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing; provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which

the insurance fee has been collected, or the maximum amount of 365 gold francs.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not returned in any case.

5. In the absence of special agreement to the contrary between the Administrations involved, which agreement may be made by correspondence, no indemnity will be paid by either Administration for the loss, rifling, or damage of transit insured parcels; that is, parcels originating in a country not participating in this Agreement and destined for one of the two participating countries, or parcels originating in one of the two participating countries and destined for a country not participating in this Agreement.

6. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the Administration of the country where the loss, rifling, or damage occurred consents to pay, or which that Administration is obliged to pay in accordance with the agreement made between the Administrations directly interested in the reforwarding or return. Either of the two Administrations signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

## ARTICLE VIII

### Exceptions to the Principle of Responsibility

1. The two Administrations are relieved from all responsibility:

(a) When the parcel has been delivered to the addressee or it has been returned to the sender, and the addressee or the sender, as the case may be, has accepted delivery without any reservation.

(b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure. The Administration responsible for the loss, abstraction, or damage must decide in accordance with the internal legislation of the country whether this loss, abstraction, or damage was due to circumstances constituting a case of force majeure.

(c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of an insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the Administration responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

## ARTICLE IX

### Termination of Responsibility

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which their owners or their agents have accepted delivery. For this purpose, the Administration may cause the verification of the contents of parcels before or at the time of delivery.

2. Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

**ARTICLE X****Payment of Compensation**

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VII, Section 2, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

**ARTICLE XI****Period for payment of compensation**

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

**ARTICLE XII****Fixing of Responsibility**

1. Until the contrary is proved, responsibility for an insured parcel shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs; unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

### ARTICLE XIII

#### Repayment of Compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the Administration which has effected payment. This reimbursement must take place without delay and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor Administration must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

### ARTICLE XIV

#### Certificate of Mailing. Receipts

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each Administration may fix a reasonable fee therefor.

2. The sender of an insured parcel receives without charge at the time of posting, a receipt for his parcel.

### ARTICLE XV

#### Return Receipts and Inquiries

1. The sender of an insured parcel may obtain an advice of delivery (return receipt) on payment of such additional charge, if any, as the Administration of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the Administration of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if

the sender has not already paid the special fee to obtain an advice of delivery.

3. A fee may also be charged, at the option of the Administration of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

#### ARTICLE XVI

##### Customs Charges

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the customs regulations.

#### ARTICLE XVII

##### Customs Charges to be Canceled

The Administrations agree to cancel customs duties and other non-postal charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed because the contents are completely damaged, or redirected to a third country.

#### ARTICLE XVIII

##### Fee for Customs Clearance

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding one gold franc per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

#### ARTICLE XIX

##### Delivery to the Addressee. Fee for Delivery at the Place of Address

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. The Administration of that country may collect in respect of delivery of parcels to the addressee a fee not exceeding 60 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

**ARTICLE XX****Warehousing Charge**

The Administration of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "General Delivery" or "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 10 gold francs.

**ARTICLE XXI****Missent Parcels**

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of the Detailed Regulations.

**ARTICLE XXII****Redirection**

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries whose Postal Administrations are parties to this Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

**ARTICLE XXIII****Nondelivery**

1. If a parcel is undeliverable, or is refused, it shall be returned without charge, through the appropriate exchange offices of the two contracting Administrations. The country of origin may collect from the sender for the return of the parcel, a charge equal to the amount required to fully prepay the postage thereon when originally mailed.

2. The sender must state at the time of mailing, that, if the parcel cannot be delivered as addressed, it may be either (a) tendered for delivery at a second address in the country of destination, (b) treated as abandoned or (c) returned to sender. No other alternative is permissible. The request must appear on the parcel and the customs

declaration and must be in conformity with or analogous to, one of the following forms:

"If undeliverable as addressed, deliver to . . . ."

"If undeliverable as addressed, abandon to."

"If undeliverable as addressed, return to sender."

3. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination. Insured parcels shall be returned as such.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

#### ARTICLE XXIV

##### Sale. Destruction

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

#### ARTICLE XXV

##### Abandoned Parcels

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

#### ARTICLE XXVI

##### Charges

1. For each parcel exchanged between the contracting countries, the dispatching office credits to the office of destination in the parcel bills the quotas due to the latter and indicated in the Detailed Regulations.

2. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due to it, namely, as the case may be:

- (a) The charges prescribed by Section 1 above.
- (b) The charges for reforwarding or return.

3. The sums to be paid for parcels in transit, that is, parcels destined either for a possession or for a third country, are either indicated in the Detailed Regulations or may be fixed by each Administration and advised by correspondence.

## ARTICLE XXVII

### Air Parcels

The Postal Administrations of the two countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by air routes.

## ARTICLE XXVIII

### Miscellaneous Provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Constitution. [1]
2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.
3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

## ARTICLE XXIX

### Matters Not Provided for in the Present Agreement

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution [1] insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Trinidad and Tobago, or the decisions made by one country or the other are applicable in the respective country.
2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Detailed Regulations, the provisions of which may be modified or completed by mutual consent by way of correspondence.

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<sup>1</sup> TIAS 5881; 16 UST 1291, 1373.

3. The two Administrations may notify each other of their laws, ordinances and tariffs concerning the exchange of parcel post. They must advise each other of all modifications in rates which may be subsequently made.

#### ARTICLE XXX

##### Entry into Force and Duration of Agreement

1. This Agreement shall supersede and abrogate the Parcels-Post Convention between the United States of America and Trinidad signed at Washington on October 29, 1898. [1]

2. This Agreement shall enter into force on a date mutually agreed upon by the Administrations of the two countries.

3. It shall continue in force for a period of six months after either of the two Administrations shall have notified the other of its intention to terminate the Agreement.

DONE in duplicate and signed at Port of Spain on the 9th day of March 1968, and at Washington on the 18th day of March, 1968.

GEORGE K. LEE

*Postmaster General  
Trinidad and Tobago*

LAWRENCE F O'BRIEN

*Postmaster General of the  
United States of America*

[SEAL]

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<sup>1</sup>30 Stat. 1747.

**DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST AGREEMENT**

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Postal Administrations of the United States of America and Trinidad and Tobago.

**ARTICLE 1****Circulation**

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.
2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

**ARTICLE 2****Limits of Weight and Size**

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor the following dimensions:

Greatest combined length and girth, 6 feet. Greatest length 3½ feet.

In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted save in the case of obvious error.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

**ARTICLE 3****Receptacles**

1. The Postal Administrations of the two countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.
2. Bags must be returned empty to the dispatching office, made up in bundles to be enclosed in one of the bags. The total number of bags returned shall be entered on the relative parcel bills.

3. Each Administration shall be required to make good the value of any bags which it fails to return.

#### ARTICLE 4

##### Method of Exchange of Parcels

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any sack of parcels shall not exceed 40 kilograms (88 pounds).

#### ARTICLE 5

##### Fixing of Equivalents

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

#### ARTICLE 6

##### Preparation of Parcels

Every parcel shall :

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

#### ARTICLE 7

##### Special Packing

Liquids and easily liquefiable substances must be packed in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated

cardboard, or strong carton of fibreboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

2. Dry coloring powders, such as aniline blue, etc., are admitted only in resistant metal boxes which in turn are placed in boxes of wood or strong corrugated cardboard, with sawdust or any other absorbent or protective matter between the two containers. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard. These boxes should in turn, be enclosed in a linen, parchment or heavy paper cover.

#### ARTICLE 8

##### Customs Declarations

1. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The customs declaration shall give an accurate statement of the contents and value of the parcel, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

2. The two Administrations accept no responsibility for the accuracy of customs declarations.

#### ARTICLE 9

##### Return receipts

1. As to an insured parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A.R." or "Avis de reception", or "Return receipt requested". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

**ARTICLE 10****Indication of Insured Value**

Every insured parcel and the relative customs declaration shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be written in Arabic figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

**ARTICLE 11****Insurance Numbers, Labels, Seals**

1. Each insured parcel must bear on the address side, an insurance number and must bear a label with the word "Insured" or "Valeur Déclarée." The word used may be marked or stamped on the parcel. The insurance number will also be shown on the customs declaration.

2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Neither shall the labels or postage stamps, if any, be folded over two sides of the wrapping so as to hide the edge.

**ARTICLE 12****Sealing of Parcels**

1. Ordinary parcels may be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.

2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

3. The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed.

**ARTICLE 13****Indication of Weight of Insured Parcels**

The exact weight in grams or in pounds and ounces of each insured parcel shall be entered by the Administration of origin:

- (a) On the address side of the parcel.

(b) On the customs declaration, in the place reserved for this purpose.

#### ARTICLE 14

##### Place of Posting

Each parcel and the relative customs declaration shall bear the name of the office and the date of posting.

#### ARTICLE 15

##### Retransmission

1. The Administration retransmitting a missent parcel shall not levy customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance; it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected to a third country shall be claimed from the Administration to which the parcel is forwarded; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the Administration of the third country to which the parcel is forwarded refuses to assume the charges because they cannot be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the Administration of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

5. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original customs declaration. If the parcel, for any reason whatsoever, has to be repacked or if the

original customs declaration has to be replaced by a substitute declaration, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the customs declaration.

#### ARTICLE 16

##### Return of Undeliverable Parcels

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIII, Section 2 of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative customs declaration the cause of nondelivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original customs declaration belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered individually on the parcel bill with the word "Rebut" in the "Observations" column.

#### ARTICLE 17

##### Sale. Destruction

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXIV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

#### ARTICLE 18

##### Inquiries Concerning Parcels

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

#### ARTICLE 19

##### Parcel Bills

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand and for the insured parcels on the other hand. The parcel bills are prepared in duplicate and both copies are sent enclosed in one of the bags. The bag containing the parcel bills is designated

with the letter "F" conspicuously marked on the label. Parcel bills may also be prepared and transmitted in accordance with special instructions.

2. Ordinary parcels sent from either country to the other shall be entered on the parcel bills to show the total weight thereof in kilograms.

3. Insured parcels, sent from either country shall be entered individually on the parcel bills to show the insurance number, the insured value, the weight and the office (and state or country) of origin of each insured parcel as well as the total net weight of the parcels.

4. Parcels sent "a decouvert" must be entered separately.

5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of bags comprising each dispatch must also be shown on the parcel bill.

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series. A note of the last number of the year shall be made on the first parcel bill of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through correspondence between the two Administrations.

## ARTICLE 20

### Verification by the exchange offices

1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a Bulletin of Verification. A dispatch is considered as having been found in order in all regards when no Bulletin of Verification is made up.

If any error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations or for examination of requests for indemnity must be kept.

2. The dispatching exchange office to which a Bulletin of Verification is sent returns it after having examined it and entered thereon its observations, if any. That Bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Repacked at . . . . ."

#### **ARTICLE 21**

##### **Credits**

1. The terminal credits due to Trinidad and Tobago for parcels addressed for delivery in the service of its territory shall be 50 gold centimes per kilogram computed on the bulk net weight of each dispatch.

2. The credits due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch:

For parcels addressed to the United States (including Alaska and Hawaii), to Puerto Rico and the Virgin Islands of the United States: 1.25 gold francs per kilogram.

The total credit of 1.25 gold francs per kilogram will apply on parcels addressed to Alaska, Hawaii, Puerto Rico and the Virgin Islands of the United States, whether sent via a port in the United States or direct to destination from Trinidad and Tobago.

The combined terminal and transit credits due to the United States for parcels addressed for delivery in Guam and American Samoa shall be: 2.15 gold francs per kilogram.

3. Each Administration reserves the right to vary its terminal rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in this Article. Such reduction or increase shall be effective for a period of not less than one year.

#### **ARTICLE 22**

##### **Accounting**

1. At the end of each quarter the receiving Administration makes up an account on the basis of the parcel bills covering dispatches during the quarter.

2. These accounts shall be submitted to the dispatching Administration for examination and acceptance as early as possible after the end

of the quarter to which the accounts relate. Accepted copies of accounts shall be returned without delay.

3. Upon acceptance of the accounts of parcels forwarded in both directions the debtor Administration shall take steps to settle the net balance without delay by remittance means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

### ARTICLE 23

#### Entry into Force and Duration of the Detailed Regulations

The present Detailed Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

DONE in duplicate and signed at Port-of-Spain, Trinidad on the 9th day of March, 1968, and at Washington, on the 18th day of March, 1968.

GEORGE K. LEE

*Postmaster General  
Trinidad and Tobago*

LAWRENCE F O'BRIEN

*Postmaster General of the  
United States of America*

[SEAL]

The foregoing Agreement between Trinidad and Tobago and the United States of America for the exchange of parcels by parcel post and the Regulations for the Execution of the Agreement have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

IN TESTIMONY WHEREOF I have caused the seal of the United States to be hereunto affixed.

LYNDON B. JOHNSON

By the President

DEAN RUSK

*Secretary of State  
Washington, March 30, 1968.*

TIAS 6472

**INDONESIA**  
**Agricultural Commodities**

*Agreement signed at Djakarta February 15, 1968;  
Entered into force February 15, 1968.*

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

The Government of the United States of America and the Government of The Republic of Indonesia, as a third supplement to the Agreement for sales of Agricultural Commodities between the two Governments signed on September 15, 1967<sup>[1]</sup> (hereinafter referred to as the September Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

**PART II - PARTICULAR PROVISIONS**

**ITEM I. Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Rice	Calendar Year 1968	50,000 Metric Tons	\$10,000,000
Raw Cotton (for processing in Indonesia)	Calendar Year 1968	77,000 Bales	10,400,000
Bulgur	Calendar Year 1968	100,000 Metric Tons	8,800,000
Wheat/Wheat Flour	Calendar Year 1968	27,000 Metric Tons	2,000,000
Ocean Transportation (estimated)			3,800,000
			<u>\$35,000,000</u>

**ITEM II. Payment Terms:**

**Convertible Local Currency Credit**

1. Initial Payment - None.
2. Number of Installment Payments - 31.

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<sup>1</sup> TIAS 6346, 6401; 18 UST 2393, 3100.

3. Amount of each Installment Payment - Approximately equal annual amounts.
4. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 2 per cent.
6. Continuing Interest Rate - 2½ per cent.

**ITEM III. Usual Marketings: Waived****ITEM IV. Export Limitations:**

- A. With regards to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.
- B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: raw cotton and/or cotton textiles except batiks and similar handicraft products; wheat and wheat products; rice in the form of paddy, brown or milled rice.

**ITEM V. Self-Help Measures:**

The Government of Indonesia accords high priority to increasing per capita production and to improving the means for the storage and distribution of food commodities, particularly rice. Specifically, the Government of Indonesia is undertaking to strengthen and supplement the self-help measures in the September 15, 1967 Sales Agreement by:

1. Assuring that prices received by farmers during the April-June harvest will be sufficient to encourage and reward the use of fertilizer, pesticides, improved seeds, and other production inputs;
2. Providing adequate financing to enable the maximum procurement of rice during the major harvest season, thereby strengthening producer prices and helping to meet year-round food distribution requirements;
3. Further expanding the BIMAS project through increased budget and administrative support in 1968;
4. Establishing fertilizer and pesticide production and import targets in order to rapidly expand their use; and
5. Expanding field testing and adaptive research on high-yielding seed varieties.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures included in Item V.

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

DONE at Djakarta, in duplicate, this fifteenth day of February, 1968.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA ..  
MARSHALL GREEN

FOR THE GOVERNMENT  
OF THE REPUBLIC  
OF INDONESIA  
ADAM MALIK

# UNION OF SOVIET SOCIALIST REPUBLICS

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

*Agreement amending the agreement of February 13, 1967, as extended.*

*Effectuated by exchange of notes*

*Dated at Moscow February 27 and April 9, 1968;*

*Entered into force April 9, 1968.*

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*The American Ambassador to the Minister for Foreign Affairs of the Union of Soviet Socialist Republics*

No. 1301

Moscow, February 27, 1968.

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on certain fishery problems in the northeastern part of the Pacific Ocean off the coast of the United States of America, signed at Washington February 13, 1967, [<sup>1</sup>] the validity of which was extended for one year by the Agreement between the two Governments of December 18, 1967. [<sup>2</sup>]

Paragraph 3(c) of the Agreement of February 13, 1967 provides that the Government of the Soviet Union will adopt measures necessary to ensure that citizens and vessels of the Soviet Union will refrain from fishing during the period May 9th to May 23rd in two areas specifically designated by coordinates. This provision was included in the Agreement in order to prevent conflicts between the mobile gear of Soviet fishermen and the stationary gear of American halibut fishermen during the first two weeks of the halibut fishing season.

In 1968 the opening date of the halibut fishing season in the two areas specified in paragraph 3(c) will be advanced to May 4th. Therefore, in order to fulfill the intent of the provisions of paragraph 3(c), the period during which citizens and vessels of the Soviet Union will refrain from fishing in the two areas in 1968 should be May 4th to May 18th, rather than May 9th to May 23rd.

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<sup>1</sup> TIAS 6218; 18 UST 190.

<sup>2</sup> TIAS 6409; 18 UST 3162.

Accordingly, I have the honor to propose that paragraph 3(c) of the Agreement of February 13, 1967, as extended, be amended by substituting the dates "May 4th to May 18th" for the dates "May 9th to May 23rd".

I have further the honor to propose that, if this proposal is acceptable, this note and Your Excellency's reply accepting this amendment shall be regarded as constituting an agreement between the two Governments, which agreement shall enter into force on the date of your reply note.

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

Llewellyn E. Thompson

His Excellency

ANDREY A. GROMYKO,  
*Minister for Foreign Affairs,*  
*Moscow.*

*The Ministry of Foreign Affairs of the Union of Soviet Socialist  
Republics to the American Embassy*

№ 13/осча

Министерство Иностранных Дел Союза Советских Социалистических Республик ссылается на ноту Посольства Соединенных Штатов Америки № 1301 от 27 февраля 1968 года, в которой предлагается внести изменение в параграф 3(в) Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья Соединенных Штатов Америки, подписанное 13 февраля 1967 года, действие которого было продлено на один год Соглашением между двумя Правительствами от 18 декабря 1967 года.

Министерство сообщает, что изложенное в ноте Посольства предложение о том, чтобы параграф 3(в) упомянутого выше Соглашения был изменен путем замены дат "с 9 мая по 23 мая" на даты "с 4 мая по 18 мая", является приемлемым для советской стороны. Министерство согласно рассматривать данный обмен нотами как представляющий собой соглашение между двумя Правительствами, которое вступает в силу с даты настоящей ноты. Министерство выражает надежду, что и американская сторона в аналогичных случаях будет с должным пониманием учитывать интересы и возможные предложения советской стороны.

Москва, 9 апреля 1968 года.

В ПОСОЛЬСТВО СОЕДИНЕННЫХ  
ШТАТОВ АМЕРИКИ  
г. Москва



*Translation***No. 13/usa**

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics refers to note No. 1301 dated February 27, 1968 from the Embassy of the United States of America proposing the introduction of a change in paragraph 3(c) of the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America concerning certain fisheries matters in the Northeast Pacific Ocean off the shores of the United States of America, signed on February 13, 1967, the validity of which was extended for one year by the Agreement between the two Governments dated December 18, 1967.

The Ministry communicates that the proposal set forth in the Embassy's note that paragraph 3(c) of the above-mentioned Agreement be amended, by substituting for the dates "from May 9 to May 23" the dates "from May 4 to May 18," is acceptable to the Soviet side. The Ministry has agreed to consider the said exchange of notes as constituting an agreement between the two Governments, which will come into force as of the date of this note. The Ministry expresses the hope that the American side will, in similar cases, give due consideration to the interests and possible proposals of the Soviet side.

Moscow, April 9, 1968

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Moscow.*

**JORDAN**  
**Agricultural Commodities**

*Agreement signed at Amman April 4, 1968;  
Entered into force April 4, 1968.*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT OF THE  
HASHEMITE KINGDOM OF JORDAN FOR SALES OF AGRI-  
CULTURAL COMMODITIES**

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan:

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

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

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

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

Desiring to set forth the understandings that will govern the sales agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended<sup>[1]</sup> (hereinafter referred to as the Act), and the measures that

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<sup>[1]</sup> 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

**PART I - GENERAL PROVISIONS**

**ARTICLE I**

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

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

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

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

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

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodity sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which

the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

## ARTICLE II

### A. Initial Payment

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

### B. Type of Financing

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

### C. Deposit of Payments

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

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

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

### ARTICLE III

#### A. World Trade

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

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

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

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

#### B. Private Trade

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

**C. Self-Help**

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

**D. Reporting**

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

1. The following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. A statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. A statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. Statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

**E. Procedures for Reconciliation and Adjustment of Accounts**

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

**F. Definitions**

For the purposes of this agreement:

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

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

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

#### G. Applicable Exchange Rate

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

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

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

#### H. Consultation

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

#### I. Identification and Publicity

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

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

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Wheat and/or Wheat Flour	Fiscal year 1968	30,000 Metric Tons	\$1.9
Ocean transportation (estimated)			0.2
		Total	\$2.1

**ITEM II. Payment Terms:****Dollar Credit**

1. Initial payment — 5%.
2. Number of Installment Payments — 19.
3. Amount of each Installment Payment — Approximately equal annual amounts.
4. Due Date of First Installment Payment — Two years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate — 2 percent.
6. Continuing Interest Rate — 2½ percent.

**ITEM III. Export Limitations:**

A. The export limitation period for commodities the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which the relevant commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are durum wheat, wheat and wheat products, including semolina or pasta products.

**C. Permissible Export(s)**

<u>Commodity</u>	<u>Quantity</u>	<u>Period During Which Such Exports Are Permitted</u>
Wheat including durum wheat, or wheat products including semolina or pasta products.	Amounts traditionally supplied to northern portions of Saudi Arabia and adjacent areas.	United States Fiscal Year 1968.

**ITEM IV. Self-Help Measures**

The Government of the importing country is undertaking to:

1. Increase the human and financial resources available to local cooperatives including the training of cooperative staff;
2. Intensify efforts to increase wheat production in semi-arid areas;
3. Protect drainage areas, such as the Wadi Ziglab, through erosion control measures;
4. Coordinate agricultural research and extension activities;
5. Take steps to conduct a coordinated national soil and water conservation program.

**ITEM V. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:**

For purposes specified in Item IV and for other economic purposes as may be mutually agreed upon.

**PART III - FINAL PROVISIONS**

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Amman, in duplicate, this fourth day of April 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

H. M. SYMMES

Harrison M. Symmes  
*Ambassador*  
*of the United States of America*

FOR THE GOVERNMENT OF  
THE HASHEMITE KINGDOM  
OF JORDAN:

B. TALHOUNI

Bahjat Talhouni  
*Prime Minister*

[SEAL]

**DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE HASHEMITE KINGDOM  
OF JORDAN FOR SALES OF AGRICULTURAL COMMODITIES**

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made

not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. If sales of commodities within the importing country are on credit terms, the Government of the importing country, shall, notwithstanding the credit terms of the sales, deposit the full proceeds of the sales upon the date of the conclusion of the sales or such later date as may be specified by the Government of the exporting country. Withdrawals from the account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

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

## PAKISTAN

### Agricultural Commodities

*Agreement extending the agreement of October 14, 1961,  
as amended.*

*Effectuated by exchange of letters*

*Signed at Karachi June 26, 1965;  
Entered into force June 26, 1965.*

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*The American Ambassador to the Pakistan Secretary,  
Economic Affairs Division*

AMERICAN EMBASSY,  
Karachi, Pakistan,  
June 26, 1965.

DEAR MR. SECRETARY:

In accordance with recent discussions between representatives of our two Governments, I am writing to confirm that the Government of the United States is prepared to extend the current P. L. 480 Agreement<sup>[1]</sup> through December 31, 1965.

This extension of the current P. L. 480 Agreement is conditional on the Government of Pakistan's meeting the agreed usual marketing requirements for the fiscal year 1965, and, subject to the results of U. S. consultations with exporting countries, agreeing to purchase during fiscal year 1966 from the United States and friendly countries 75,000 metric tons of wheat; 10,500 metric tons of vegetable oil; and 4,200 metric tons of dairy products.

The offer to waive the prohibition of coarse rice export from West Pakistan up to an amount of 240,000 metric tons if the Government of Pakistan will purchase an equal tonnage of wheat from the United States from its own resources will also remain in effect through December 31, 1965.

I would appreciate your written confirmation, if the Government of Pakistan accepts the understandings set forth above. Our exchange of

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<sup>1</sup> TIAS 4832, 5228, 5415, 5524, 5707; 12 UST 1287; 13 UST 2613; 14 UST 1187; 15 UST 108, 2211.

letters would then constitute an extension of the current agreement for the remainder of the calendar year 1965.

Sincerely yours,

WALTER P. McCONAUGHEY

Walter P. McConaughy

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

*The Pakistan Secretary, Economic Affairs Division, to the  
American Ambassador*

GOVERNMENT OF PAKISTAN  
PRESIDENT'S SECRETARIAT  
(ECONOMIC AFFAIRS DIVISION)

KARACHI, the 26th June, 1965.

EXCELLENCY,

I have the honour to acknowledge with thanks the receipt of your letter dated 26th June, 1965, confirming that the Government of the United States are prepared to extend the current PL 480 Agreement through December 31, 1965, the text of which is reproduced below:-

"In accordance with recent discussions between representatives of our two Governments, I am writing to confirm that the Government of the United States is prepared to extend the current PL 480 Agreement through December 31, 1965.

This extension of the current P.L. 480 Agreement is conditional on the Government of Pakistan's meeting the agreed usual marketing requirements for the fiscal year 1965, and, subject to the results of U.S. consultations with exporting countries, agreeing to purchase during fiscal year 1966 from the United States and friendly countries 75,000 metric tons of wheat; 10,500 metric tons of vegetable oil; and 4,200 metric tons of dairy products.

The offer to waive the prohibition of coarse rice export from West Pakistan up to an amount of 240,000 metric tons if the Government of Pakistan will purchase an equal tonnage of wheat from the United States from its own resources will also remain in effect through December 31, 1965.

I would appreciate your written confirmation, if the Government of Pakistan accepts the understandings set forth above. Our exchange of letters would then constitute an extension of the current agreement for the remainder of the calendar year 1965".

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

S OSMAN ALI

S. Osman Ali  
*Secretary*

His Excellency  
Mr. WALTER P. MCCONAUGHEY,  
*Ambassador of the United States  
of America in Pakistan,  
Karachi.*

## CANADA

### **Boundary Waters: Pilotage Services on the Great Lakes and the St. Lawrence Seaway**

*Agreement amending the agreement of April 13, 1967, as amended.  
Effectuated by exchange of notes  
Signed at Washington April 26, 1968;  
Entered into force April 26, 1968.*

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*The Secretary of State to the Ambassador of Canada*

DEPARTMENT OF STATE  
WASHINGTON  
*Apr 26 1968*

**EXCELLENCY:**

I have the honor to refer to the exchange of notes of April 13, 1967, as amended by the exchange of notes of October 6, 1967, [^] constituting an agreement between the Government of the United States and the Government of Canada concerning arrangements for coordination of pilotage services to be provided in United States waters and Canadian waters of the Great Lakes and the St. Lawrence Seaway as far east as St. Regis.

The Secretary of Transportation of the United States and the Minister of Transport of Canada have agreed upon certain further amendments to the Agreement which are set forth in a memorandum signed by them on April 25, 1968, a copy of which is annexed hereto and is hereby incorporated in this note.

I have the honor to propose on behalf of the Government of the United States that the existing pilotage arrangements, as amended by the annexed memorandum, govern the above mentioned coordination of pilotage services with effect as of April 27, 1968. If this proposal meets with approval of the Canadian Government, I have the honor to propose that this note and Your Excellency's reply shall constitute an agreement between the two Governments.

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<sup>1</sup> TIAS 6252, 6352; 18 UST 468, 2516.

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

For the Secretary of State:

WALTER J. STOESSEL, Jr.

Enclosure:

Memorandum of amendments.

His Excellency

A. E. RITCHIE,

*Ambassador of Canada.*

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**AMENDMENT TO MEMORANDUM OF ARRANGEMENTS  
GREAT LAKES PILOTAGE BETWEEN THE SECRETARY OF  
TRANSPORTATION OF THE UNITED STATES OF AMERICA  
AND THE MINISTER OF TRANSPORT OF CANADA**

On October 6, 1967, the Minister of Transport of Canada and the Secretary of Transportation of the United States recommended an amendment of the Memorandum of Arrangements between the United States and Canada governing pilotage services on the Great Lakes. That amendment was incorporated in the terms of the Memorandum by an exchange of notes between the two governments on October 6, 1967.

In that amendment, the two governments agreed to initiate an overall review of the pilotage system and its rate structure. While much of this review has been accomplished, a number of areas remain in which further study and coordination with the interested parties is required. These areas include the subjects of "home porting", "open water" pilotage, modification of the "tour de role" assignment of pilots, and the modification of the rate structure to reflect more accurately the relative difficulty of different pilotage assignments. Accordingly, the review is continuing and changes to the system and its rate structure in these areas will be made as soon as they have been determined to be desirable and practicable.

The Minister and the Secretary have concluded, however, that sufficient information has been obtained to recommend that certain changes to the Memorandum of Arrangements be made at this time. The pilotage revenue statistics for the year 1967 clearly establish a need for an adjustment in the rate schedules for 1968. In addition, the review has disclosed that (1) the dispatching function of the United States station at Cape Vincent can more effectively and efficiently be

carried out by the Canadian station at Cornwall and (2) mandatory pilot change points and rest periods should be established. The Minister and the Secretary have also concluded that United States and Canadian registered pilots should participate in equal numbers in providing pilotage services on the Great Lakes.

In view of the foregoing, the Secretary of Transportation and the Minister of Transport recommend to their respective governments that the Memorandum of Arrangements of June 29, 1966, as amended, [<sup>1</sup>] be further amended as follows:

Section 3(c) is revoked and sections 3(b), 4, 6, 7, 8, 9, 10 and 12 are amended to read as follows:

"3. (b) United States and Canadian registered pilots shall participate equally in the pilotage services required on the Great Lakes so that there shall be an equal number of Canadian and United States registered pilots.

#### Dispatching

4. The Secretary and the Minister will establish or cause to be established under their control in the United States and Canada, respectively, organizations and facilities for the dispatching of pilots and related services, including pilot boats.

6. Charges for pilotage in the designated waters shall be as follows:

(a) District No. 1:

(i) Between Snell Lock and Cape Vincent or Kingston, whether or not undesignated waters are traversed . . . . .	\$261
(ii) Between Snell Lock and Cardinal, Prescott or Ogdensburg . . . . .	131
(iii) Between Cardinal, Prescott or Ogdensburg and Cape Vincent or Kingston, whether or not undesig- nated waters are traversed . . . . .	190
(iv) For pilotage commencing or terminating at any point above Snell Lock other than a point named in item (i), (ii) or (iii), \$2.60 per mile but with a minimum charge therefor of . . . . .	59
(v) For a movage in any harbour . . . . .	73

(b) District No. 2:

(i) Passage through the Welland Canal or any part thereof, \$7.25 for each mile plus \$21.80 for each lock transited but with a minimum charge there- for of . . . . .	73
and a maximum charge therefor of . . . . .	290

<sup>1</sup> TIAS 6252, 6352; 18 UST 471, 2517.

(ii) Between Southeast Shoal or any point on Lake Erie west thereof and any point on the St. Clair River or the approaches thereto as far as the northerly limit of the District . . . . .	\$218
(iii) Between Southeast Shoal and any point on Lake Erie west thereof or on the Detroit River . . . .	138
(iv) Between any point on Lake Erie west of Southeast Shoal and any point on the Detroit River . . . .	138
(v) Between points on Lake Erie west of Southeast Shoal . . . . .	73
(vi) Between points on the Detroit River . . . . .	73
(vii) Between any point on the Detroit River and any point on the St. Clair River or its approaches as far as the northerly limit of the District . . . . .	138
(viii) Between points on the St. Clair River including the approaches thereto as far as the northerly limit of the District . . . . .	109
 (c) District No. 3:	
(i) Between the southerly limit of the District and the northerly limit of the District or the Algoma Steel Corporation Wharf at Sault Ste. Marie, Ontario . . . . .	290
(ii) Between the southerly limit of the District and Sault Ste. Marie, Michigan, or any point in Sault Ste. Marie, Ontario, other than the Algoma Steel Corporation Wharf . . . . .	240
(iii) Between the northerly limit of the District and Sault Ste. Marie, Ontario, including the Algoma Steel Corporation Wharf, or Sault Ste. Marie, Michigan . . . . .	109
(iv) For a movage in any harbour . . . . .	73
7. (a) Subject to paragraph (b), the charges to be paid by a ship that has a registered pilot on board in the undesignated waters of Lake Ontario shall be \$59.00 and in other undesignated waters shall be \$73.00 for each 24-hour period or part thereof that the pilot is on board, plus	
(i) \$36.00 for each time the pilot performs the docking or undocking of the ship on entering or leaving harbour or performs a movage of the ship within a harbour and,	
(ii) the travel expenses reasonably incurred by a pilot in joining the ship and returning to his base.	
(b) When a registered pilot is carried on a ship in a direct transit of the undesignated waters of Lake Erie between Southeast Shoal	

and Port Colborne, the charges referred to in paragraph (a) are not payable unless,

- (i) the ship is required by law to have a registered pilot on board in those waters, or
- (ii) services are performed by the pilot in those waters at the request of the Master.

#### Detention en Route

8. (a) When the passage of a ship through a District is interrupted for the purpose of loading or discharging cargo or for any other reason and the services of the registered pilot are retained during such interruption for the convenience of the ship, the ship shall be required to pay an additional charge of \$7.25 for each hour or part of an hour during which each interruption lasts, but with a maximum of \$109.00 for each 24-hour period of such interruption.

(b) Notwithstanding paragraph (a), no charge shall be payable for any interruption caused by ice, weather or traffic, except during the period from the 1st day of December to the 8th day of April next following.

#### Delays

9. When in designated or undesigned waters the departure or the movage of a ship for which a registered pilot has been ordered is delayed for the convenience of the ship for more than one hour after the pilot reports for duty or after the time for which he is ordered, whichever is the later, or when a pilot is detained on board a ship for the convenience of the ship for more than one hour after the end of the assignment for which he was ordered, there shall be payable an additional charge of \$7.25 per hour after the first hour of such delay; but the aggregate amount of such further charges shall not exceed \$109.00 for any 24-hour period.

#### Cancellations

10. When in designated or undesigned waters a registered pilot reports for duty as ordered and the order is cancelled, the charges to be paid by the ship shall be,

- (i) a cancellation charge of \$36.00;
- (ii) if the cancellation is more than one hour after the pilot was ordered for, a further charge of \$7.25 for every hour or part of an hour after the first hour, except that the aggregate cancellation charge payable in any 24-hour period shall not exceed \$109.00;
- (iii) if the ship is in the undesigned waters, the travel expenses reasonably incurred by the pilot in joining the ship and returning to his base.

Rules and Regulations

12. The Secretary and the Minister will respectively establish rules and regulations as they deem advisable respecting the dispatching of pilots, the establishment of mandatory pilot change points and rest periods, the accounting and disposition of revenues and any other matters to give effect to the intent and purposes of this Memorandum."

The Secretary of Transportation and the Minister of Transport further agree to recommend to their respective governments that this amendment become effective 27th April, 1968.

ALAN S. BOYD  
*Secretary of Transportation of the United States  
of America*

WASHINGTON, D.C. Date April 25, 1968

PAUL T. HELLYER  
*Minister of Transport of Canada*

OTTAWA, Date April 25, 1968.

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*The Ambassador of Canada to the Secretary of State*

CANADIAN EMBASSY

AMBASSADE DU CANADA

WASHINGTON, D.C.  
April 26, 1968.

No. 136

SIR,

I have the honour to refer to your Note of April 26 and the memorandum annexed thereto and incorporated therein, signed on April 25 by the Minister of Transport of Canada and the Secretary of Transportation of the United States, concerning the coordination of pilotage services to be provided in the Canadian waters and the United States waters of the Great Lakes and the St. Lawrence Seaway as far east as St. Regis and, on the instructions of my Government, to agree to your proposal that the existing arrangements as amended by the memorandum annexed to your Note govern the above-mentioned coordination of pilotage services with effect as of April 27. I also have the honour to agree to your proposal that your Note and this reply, which is authentic in both the English and French languages, shall constitute an agreement between our two Governments on this subject and which shall enter into force on the date of this Note.

TIAS 6477

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

A E RITCHIE

[SEAL] A. E. Ritchie  
*Ambassador*

The Honourable  
DEAN RUSK,  
*The Secretary of State,*  
*Washington, D.C.*

*French Version of the Canadian Note*

CANADIAN EMBASSY

AMBASSADE DU CANADA

WASHINGTON, D.C.  
*le 26 avril 1968*

N° 137

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à la note de Votre Excellence en date du 26 avril ainsi qu'au mémoire qui y est annexé et incorporé, mémoire signé le 25 avril par le Ministre des Transports du Canada et le Secrétaire aux Transports des Etats-Unis, relativement à la coordination des services de pilotage à assurer dans les eaux des Etats-Unis et les eaux canadiennes des Grands Lacs et de la voie maritime du Saint Laurent jusqu'à Saint-Régis, point oriental extrême, et, suivant les instructions de mon gouvernement, d'accepter votre proposition voulant que les dispositions existantes, modifiées par le mémoire annexe à votre note, régissent la coordination des services de pilotage en question à compter du 27 avril.

J'ai aussi l'honneur d'accepter, ainsi que le propose Votre Excellence, que votre note et la présente réponse, dont le texte fait foi en anglais et en français, constituent un accord entre nos deux gouvernements sur ce sujet, lequel entrera en vigueur à la date de la présente note.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

A E RITCHIE

[SEAL] A. E. Ritchie  
*L'Ambassadeur*

Son Excellence Monsieur DEAN RUSK  
*Secrétaire d'Etat*  
*Washington, D.C.*

## GREECE

### Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of August 4, 1955,  
as amended.*

*Signed at Washington June 8, 1964;*

*Entered into force provisionally August 4, 1964.*

*Entered into force definitively April 19, 1968.*

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

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Kingdom of Greece Concerning Civil Uses of Atomic Energy, signed at Washington on August 4, 1955 (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on June 11, 1960, April 3, 1962, and June 22, 1962;[<sup>1</sup>]

Agree as follows:

#### ARTICLE I

Article II of the Agreement for Cooperation, as amended, is further amended as follows:

1. Substitute the word "transfer" for the word "lease" wherever said word appears in paragraph A.

2. The following new sentence is added at the end of paragraph B:

"It is understood and agreed that although the Government of the Kingdom of Greece may distribute uranium enriched in the isotope U-235 to authorized users in Greece, the Government of the Kingdom of Greece will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235."

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<sup>1</sup> TIAS 8810, 4837, 5250, 5251; 6 UST 2635; 12 UST 1207; 13 UST 2874, 2876.

## 3. Paragraph C is hereby amended to read as follows:

"C. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing."

## 4. Delete the word "lease" as said word appears in paragraph D and substitute in lieu thereof the word "transfer".

## 5. The following new paragraphs E and F are added to Article II:

"E. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Kingdom of Greece and after reprocessing as provided in paragraph C of this Article, shall be returned to the Government of the Kingdom of Greece, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Kingdom of Greece, any such special nuclear material which is in excess of the needs of Greece for such material in its program for the peaceful uses of atomic energy.

"F. With respect to any special nuclear material not subject to the option referred to in paragraph E of this Article and produced in reactors fueled with materials obtained from the United States of America which is in excess of the needs of Greece for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised."

**ARTICLE II**

Article VI, paragraph C, of the Agreement for Cooperation is amended by deleting the word "leased" and substituting in lieu thereof the word "transferred".

### ARTICLE III

Article VII (A) of the Agreement for Cooperation, as amended, is further amended to read as follows:

"A. The Government of the United States of America and the Government of the Kingdom of Greece, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may by notification terminate this Agreement. In the event of termination by either Party, the Government of the Kingdom of Greece shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Kingdom of Greece for such returned material at the current United States Commission's schedule of prices then in effect domestically."

### ARTICLE IV

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "August 3, 1964" and substituting in lieu thereof the date "August 3, 1974".

### ARTICLE V

This Amendment shall enter into force<sup>[1]</sup> 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 and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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<sup>[1]</sup> Provisionally Aug. 4, 1964; definitively Apr. 19, 1968.

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

DONE at Washington, in duplicate, this eighth day of June 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE KINGDOM OF GREECE:

ALEXANDER MATSAS

**REPUBLIC OF KOREA**

**Visas: Waiver of Nonimmigrant Visa Fees**

*Agreement effected by exchange of notes  
Signed at Seoul March 28, 1968;  
Entered into force April 27, 1968.*

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

대한민국  
외무부

외방조 741.22-235

1968. 3. 28.

과학,

본인은, 대한민국 정부와 아메리카합중국 정부 간의 비이민사증 발급 및 사증수수료의 상호 면제에 관하여 우리 양국 정부의 대표관에 최근에 있었던 협의에 인급하고, 이 협의의 결과로서 다음과 같은 양해에 도달하였음을 확인하는 영광을 가지는 바입니다.

1. 대한민국 정부는, 다음에 표시된 조건 하에서, 대한민국에 입국하기를 원하는 자격있는 아메리카합중국 국민에 대하여 상호주의 협약에 따라 무료로 비이민사증을 발급한다.

종 별	사증 기호	사증 유효 기간	사증 사용 회수
외교관 또는 영사관, 그의 가족 및 수행원	7 - 1	48 개월	회 수
공무원, 그의 가족 및 수행원	7 - 2	48 개월	회 수

대한민국주재

아메리카합중국 대사

윌리엄 제이. 로이 과학

증 별	사증 기호	사증 유효 기간	사증 사용 회수
대한민국과 아메리카 합중국 간의 협정에 의하여 외교관 또는 영사관과 유사한 특권 및 면제를 향유하는자, 그의 가족 및 수행원	7 - 3	48 개월	회 수
신문, 방송, 잡지 및 기타 보도기관의 대표 로서 그역할 기관과 관련된 활동에 종사함을 목적으로 하는자, 또는 국내신문, 방송, 잡지 및 기타 보도기관에 의하여 그역할 분야의 활동을 수행하기 위한 목적으로 초청된 보도 기관의 대표	7 - 4	48 개월	회 수
종교 및 사회복지사업 기관의 대표로서 종교 및 사회 복지사업 활동을 수행함을 목적으로 하는 자, 또는 국내 종교 및 사회 복지사업 기관으로 부터 그역할 분야에 있어 서의 활동을 수행하기 위한 목적으로 초청된자	7 - 5	48 개월	회 수
산업상의 특수 기술업무 를 위하여 초청되거나 고용된 기술자	7 - 6	계약기간	회 수
각종 무역 또는 무자 활동을 위한 실업가	7 - 7	48 개월	회 수

종 별	사증 기호	사증 유효 기간	사증 사용 회수
학술 연구기관 또는 교육기관에서 연구지도 또는 협의를 위하여 교수직에 있는자	7 - 8	48 개월	회 수
학술 연구기관 또는 교육기관에 있는 유학생 또는 연구가	7 - 9	48 개월	회 수
예술 또는 학술상의 활동을 추구함을 목적 으로 하는자	7 - 10	48 개월	회 수
연구, 음악, 운동경기 및 기타 흥행업을 하는자	7 - 11	계약기간 (48개월을 초과하지) 아니하는 기간	회 수
친구 또는 친척을 방문 하는자	7 - 13	48 개월	회 수
정치, 문화, 경제 및 사회분야의 활동을 시찰하는자	7 - 14	48 개월	회 수
관광자	7 - 15	48 개월	회 수
통과자	7 - 17	48 개월	회 수
7-4 해당자의 배우자 및 20세 미만의 미혼 자녀	16 - 4	48 개월	회 수
7-5 해당자의 배우자 및 20세 미만의 미혼자녀	16 - 5	48 개월	회 수

종    별	사증기호	사증유효기간	사증사용회수
7-6 해당자의 배우자 및 20세 미만의 미혼자녀	16 - 6	제약기간	회 수
7-7 해당자의 배우자 및 20세 미만의 미혼자녀	16 - 7	48 개월	회 수
7-8 해당자의 배우자 및 20세 미만의 미혼자녀	16 - 8	48 개월	회 수
7-9 해당자의 배우자 및 20세 미만의 미혼자녀	16 - 9	48 개월	회 수
7-10 해당자의 배우자 및 20세 미만의 미혼자녀	16 - 10	48 개월	회 수

2. 아메리카합중국 정부는, 다음표에 표시된 조건하에서, 아메리카  
합중국에 입국하기를 원하는 자고있는 대한민국 국민에 대하여 상호주의  
원칙에 따라 무로로 비이민사증을 발급한다.

종    별	사증기호	사증유효기간	사증사용회수
대사, 총사, 직업외교관 또는 영사관 및 그의 근친가족	A - 1	48 개월	회 수
기타 외국 공무원 또는 고용원 및 그의 근친가족	A - 2	48 개월	회 수
A-1 및 A-2 해당자의 수행원, 하인 또는 고용인 및 그의 근친가족	A - 3	48 개월	회 수

증명	사증 기호	사증 유효 기간	사증 사용 회수
상용을 위한 일시방문자	B - 1	48 개월	회수
유람을 위한 일시방문자	B - 2	48 개월	회수
외국인 통과자	C - 1	48 개월	회수
국제연합 본부 협정 제 11항(3), (4) 및 (5) 에 따른 국제연합 본부 지역 이외 외국인 통과자	C - 2	12 개월	회수
외국공무원, 그의 근친 가족, 수행원, 학생 또는 고용인인 통과자	C - 3	48 개월	회수
승무원(선원 및 항공기 탑승원)	D	48 개월	회수
조약에 기한 무역업자, 그의 배우자 및 자녀	E - 1	48 개월	회수
조약에 기한 무자기, 그의 배우자 및 자녀	E - 2	48 개월	회수
유학생	F - 1	48 개월	회수
유학생의 배우자 및 자녀	F - 2	48 개월	회수
국지기구에의 송입된 외국 회원국 정부의 수석 상주 대표, 직원 및 그의 근친가족	G - 1	48 개월	회수
국지기구에의 송입된 외국 회원국 정부의 기타 대로 및 그의 근친가족	G - 2	48 개월	회수

종 별	사증 기호	사증 유효 기간	사증 사용 회수
	G - 3	48 개월	회 수
국제기구에의 승인되지 아니한 또는 비회원국 정부의 대표 및 그의 근친 가족	G - 4	48 개월	회 수
국제기구의 직원 또는 고용원 및 그의 근친 가족	G - 5	48 개월	회 수
G-1, G-2, G-3, 및 G-4 해당자외 수행원, 하인 또는 고용인 및 그의 근친 가족	H - 1	48개월을 초과 하지 아니하는 고용 계약기간	회 수
현저한 공적과 능력을 가진 임시 노동자	H - 2	48개월을 초과 하지 아니하는 고용 계약기간	회 수
아메리카 합중국 내 에서 구할 수 없는 역무에 종사하는 임시 노동자	H - 3	48개월을 초과 하지 아니하는 고용 계약기간	회 수
산업 혼변성	I	48 개월	회 수
외국 보도기관의 대표, 그의 배우자 및 자녀	J - 1	48 개월	회 수
교환 계획에 의한 방문자	J - 2	48 개월	회 수
교환계획에 의한 방문자의 배우자 및 자녀			

3. 어느 일방정부는 언제든지 타방 정부에 대하여 권리 1 및 2항

에서 과거 규정된 타방국 국민에 대하여 부여하는 대우를 종료시킬 것을  
희망하는 서면통고를 할 수 있다. 이 고환과서에 의하여 발표된 이 협정은  
이 어떠한 통고일자로 부터 1개월 후에 종료된다.

4. 1962년 5월 25일자의 고환과서에 의하여 대한민국 정부와  
아메리카합중국 정부간에 체결되고, 1962년 7월 1일에 효력을 발생한 협정은  
이 협정에 규정된 표가 실시되는 일자에 종료된다.

본인은, 또한 이 문서와 이에 대한 과학의 회답과서가 우익 양국  
정부간의 협정을 구성하고, 이 협정은 과학의 회답과서의 일자로 부터  
30일 후에 효력을 발생하게 될 것임을 제외하는 영광을 가지는 바입니다.

과학에게 본인의 최고의 경의를 거듭 표하는 바입니다.

최우상  
외무부장관

*English Version of the Korean Note*MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF KOREA

OBJ 741.22-235

MARCH 28, 1968

EXCELLENCY,

I have the honour to refer to the conversations which have recently taken place between the representatives of our two governments regarding the issuance of non-immigrant visas and the reciprocal waiver of fees therefor between the Government of the Republic of Korea and the Government of the United States of America, and to confirm that the following understandings have been reached as a result of these conversations:

(1) The Government of the Republic of Korea shall, under the conditions set forth in the following schedule, issue non-immigrant visas free of charge on a reciprocal basis to eligible nationals of the United States of America who desire to enter the Republic of Korea.

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Diplomatic or consular officer, members of family and attendant	7-1	48 months	Multiple
Government official, members of family and attendant	7-2	48 months	Multiple
Person who enjoys similar privileges and immunities of diplomatic or consular officer under the agreement [ ] between the Republic of Korea and the United States of America, members of family and attendant	7-3	48 months	Multiple
Representative of newspapers, broadcasting companies, magazines, or other information media, for the purpose of engaging in activities connected with such media; or representative of such media who is invited by domestic newspapers, broadcasting companies, magazines or other information media for the purpose of implementing activities in such fields	7-4	48 months	Multiple
Representative of religious or social welfare organizations, whose purpose is to conduct religious or social welfare activities; or who is invited by domestic religious or social welfare organizations for the purpose of implementing activities in such fields	7-5	48 months	Multiple
Technician invited or employed for special technical services to industry	7-6	Contracted period	Multiple

<sup>1</sup> TIAS 5469; 14 UST 1637.

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Businessman for trade or investment activities	7-7	48 months	Multiple
Person in teaching profession, for research guidance or consultation at an academic research or educational institution	7-8	48 months	Multiple
Student or researcher at an academic research or educational institution	7-9	48 months	Multiple
Person for the purpose of pursuing artistic or academic work	7-10	48 months	Multiple
Performer in theatrical, musical, sports or other entertainment business	7-11	Contracted period (not exceeding 48 months)	Multiple
Person to visit friends or relatives	7-13	48 months	Multiple
Visitor to observe activities in political, cultural, economic or social fields	7-14	48 months	Multiple
Tourist	7-15	48 months	Multiple
Person in transit	7-17	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-4 class	16-4	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-5 class	16-5	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-6 class	16-6	Contracted period	Multiple
Spouse and unmarried children under the age of 20 years of 7-7 class	16-7	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-8 class	16-8	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-9 class	16-9	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-10 class	16-10	48 months	Multiple

(2) The Government of the United States of America shall, under the conditions set forth in the following schedule, issue non-immigrant visas free of charge on a reciprocal basis to eligible nationals of the Republic of Korea who desire to enter the United States of America.

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family	A-1	48 months	Multiple
Other foreign government official or employee and members of immediate family	A-2	48 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes, and members of immediate family	A-3	48 months	Multiple
Temporary visitor for business	B-1	48 months	Multiple
Temporary visitor for pleasure	B-2	48 months	Multiple
Alien in transit	C-1	48 months	Multiple
Alien in transit to United Nations Headquarters District under 11(3), (4), or (5) of the Headquarters Agreement [1]	C-2	12 months	Multiple
Foreign government official, members of immediate family, attendant, servant, or personal employee in transit	C-3	48 months	Multiple
Crewman (seaman or airman)	D	48 months	Multiple
Treaty trader, spouse and children	E-1	48 months	Multiple
Treaty investor, spouse and children	E-2	48 months	Multiple
Student	F-1	48 months	Multiple
Spouse or child of student	F-2	48 months	Multiple
Principal resident representative of recognized foreign member government to international organization, his staff, and members of immediate family	G-1	48 months	Multiple
Other representative of recognized foreign member government to international organization, and members of immediate family	G-2	48 months	Multiple
Representative of non-recognized or non-member foreign government to international organization and members of immediate family	G-3	48 months	Multiple
International organization officer or employee, and members of immediate family	G-4	48 months	Multiple
Attendant, servant, or personal employee of G-1, G-2, G-3, and G-4 classes, and members of immediate family	G-5	48 months	Multiple
Temporary worker of distinguished merit and ability	H-1	Period for which employment authorized, not exceeding 48 months	Multiple

<sup>1</sup> TIAS 1676; 61 Stat. (pt. 4) 3423.

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Temporary worker performing services unavailable in the United States	H-2	Period for which employment authorized, not exceeding 48 months	Multiple
Industrial trainee	H-3	Period for which training authorized, not exceeding 48 months	Multiple
Representative of foreign information media, spouse, and children	I	48 months	Multiple
Exchange visitor	J-1	48 months	Multiple
Spouse or child of exchange visitor	J-2	48 months	Multiple

(3) Either Government may at any time give to the other Government written notice of its desire to terminate the treatment which it will accord to the nationals of the other country as set forth in the preceding paragraphs (1) and (2) respectively. The agreement effected by this exchange of notes shall terminate one month after the date of such notice.

(4) The agreement concluded between the Governments of the Republic of Korea and the United States of America by the exchange of notes dated May 25, 1962,<sup>[1]</sup> and which became effective on July 1, 1962, shall terminate on the date on which the schedule set forth herein becomes operative.

I have the further honour to propose that this note and Your Excellency's note in reply thereto shall constitute an agreement between our two Governments which will become effective on the thirtieth day after the date of Your Excellency's note in reply.

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

KYU HAH CHOI  
Minister of Foreign Affairs

His Excellency  
WILLIAM J. PORTER  
Ambassador of the United States of America  
Seoul

<sup>1</sup> TIAS 5107; 13 UST 1479.

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

SEOUL, March 28, 1968.

**EXCELLENCY:**

I have the honor to acknowledge the receipt of your Note OBJ 741.22-235 dated March 28, 1968, which reads as follows:

"I have the honor to refer to the conversations which have recently taken place between the representatives of our two governments regarding the issuance of non-immigrant visas and the reciprocal waiver of fees therefor between the Government of the Republic of Korea and the Government of the United States of America, and to confirm that the following understandings have been reached as a result of these conversations:

"(1) The Government of the Republic of Korea shall, under the conditions set forth in the following schedule, issue non-immigrant visas free of charge on a reciprocal basis to eligible nationals of the United States of America who desire to enter the Republic of Korea.

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Diplomatic or consular officer, members of family and attendant	7-1	48 months	Multiple
Government official, members of family and attendant	7-2	48 Months	Multiple
Person who enjoys similar privileges and immunities of diplomatic or consular officer under the agreement between the Republic of Korea and the United States of America, members of family and attendant	7-3	48 months	Multiple
Representative of newspapers, broadcasting companies, magazines, or other information media, for the purpose of engaging in activities connected with such media; or representative of such media who is invited by domestic newspapers, broadcasting companies, magazines or other information media for the purpose of implementing activities in such fields	7-4	48 months	Multiple
Representative of religious or social welfare organizations, whose purpose is to conduct religious or social welfare activities; or who is invited by domestic religious or social welfare organizations for the purpose of implementing activities in such fields	7-5	48 months	Multiple

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Technician invited or employed for special technical services to industry	7-6	Contracted period	Multiple
Businessman for trade or investment activities	7-7	48 months	Multiple
Person in teaching profession, for research guidance or consultation at an academic research or educational institution	7-8	48 months	Multiple
Student or researcher at an academic research or educational institution	7-9	48 months	Multiple
Person for the purpose of pursuing artistic or academic work	7-10	48 months	Multiple
Performer in theatrical, musical, sports or entertainment business	7-11	Contracted period (not exceeding 48 months)	Multiple
Person to visit friends or relatives	7-13	48 months	Multiple
Visitor to observe activities in political, cultural, economic or social fields	7-14	48 months	Multiple
Tourist	7-15	48 months	Multiple
Person in transit	7-17	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-4 class	16-4	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-5 class	16-5	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-6 class	16-6	Contracted period	Multiple
Spouse and unmarried children under the age of 20 years of 7-7 class	16-7	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-8 class	16-8	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-9 class	16-9	48 months	Multiple
Spouse and unmarried children under the age of 20 years of 7-10 class	16-10	48 months	Multiple

"(2) The Government of the United States of America shall, under the conditions set forth in the following schedule, issue non-immigrant visas free of charge on a reciprocal basis to eligible nationals of the Republic of Korea who desire to enter the United States of America.

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family	A-1	48 months	Multiple
Other foreign government official or employee and members of immediate family	A-2	48 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes, and members of immediate family	A-3	48 months	Multiple
Temporary visitor for business	B-1	48 months	Multiple
Temporary visitor for pleasure	B-2	48 months	Multiple
Alien in transit	C-1	48 months	Multiple
Alien in transit to United Nations Headquarters District under 11(3), (4), or (5) of the Headquarters Agreement	C-2	12 months	Multiple
Foreign government official, members of immediate family, attendant, servant, or personal employee in transit	C-3	48 months	Multiple
Crewman (seaman or airman)	D	48 months	Multiple
Treaty trader, spouse and children	E-1	48 months	Multiple
Treaty investor, spouse and children	E-2	48 months	Multiple
Student	F-1	48 months	Multiple
Spouse or child of student	F-2	48 months	Multiple
Principal resident representative of recognized foreign member government to international organization, his staff, and members of immediate family	G-1	48 months	Multiple
Other representative of recognized foreign member government to international organization, and members of immediate family	G-2	48 months	Multiple
Representative of non-recognized or non-member foreign government to international organization and members of immediate family	G-3	48 months	Multiple
International organization officer or employee, and members of immediate family	C-4	48 months	Multiple
Attendant, servant, or personal employee of G-1, G-2, G-3, and G-4 classes, and members of immediate family	G-5	48 months	Multiple
Temporary worker of distinguished merit and ability	H-1	Period for which employment authorized, not exceeding 48 months	Multiple

<u>Class</u>	<u>Visa Symbol</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May be Used</u>
Temporary worker performing services unavailable in the United States	H-2	Period for which employment authorized, not exceeding 48 months	Multiple
Industrial trainee	H-3	Period for which employment authorized, not exceeding 48 months	Multiple
Representative of foreign information media, spouse, and children	I	48 months	Multiple
Exchange visitor	J-1	48 months	Multiple
Spouse or child of exchange visitor	J-2	48 months	Multiple

"(3) Either Government may at any time give to the other Government written notice of its desire to terminate the treatment which it will accord to the nationals of the other country as set forth in the preceding paragraphs (1) and (2) respectively. The agreement effected by this exchange of notes shall terminate one month after the date of such notice.

"(4) The agreement concluded between the Governments of the Republic of Korea and the United States of America by the exchange of notes dated May 25, 1962, and which became effective on July 1, 1962, shall terminate on the date on which the schedule set forth herein becomes operative.

"I have the further honour to propose that this note and Your Excellency's note in reply thereto shall constitute an agreement between our two Governments which will become effective on the thirtieth day after the date of Your Excellency's note in reply."

I have further the honor to confirm on behalf of the Government of the United States of America that the understanding of the Government of the Republic of Korea as set forth in your Note is also the understanding of the Government of the United States of America, and to accept Your Excellency's proposal that Your Excellency's Note and this Note in reply thereto shall constitute an agreement between our two Governments which shall become effective on the thirtieth day after the date of this Note.<sup>[1]</sup>

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

WILLIAM J. PORTER

His Excellency

KYU HAH CHOI,

Minister of Foreign Affairs,  
Seoul.

<sup>1</sup> Apr. 27, 1968.

## MALTA

### Maritime Matters: Deployment of USS *Shenandoah* to Malta

*Agreement effected by exchange of notes  
Signed at Valletta April 3 and 16, 1968;  
Entered into force April 16, 1968.*

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*The American Ambassador to the Maltese Secretary for the Ministry  
of Commonwealth and Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Valletta, April 3, 1968.

P.546

SIR:

I have the honor to refer to the previous deployment in Malta of the United States Sixth Fleet repair ships USS CADMUS, USS SHENANDOAH, USS CASCADE and USS YELLOWSTONE, and to inform you that my government now proposes to station the USS SHENANDOAH once again in Malta during the period May 15 through August 15, 1968. I have the honor further to propose that this deployment be regulated by the same arrangements as were applied to the stationing of the USS CADMUS, USS SHENANDOAH, USS CASCADE, and USS YELLOWSTONE [1] as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:

- (a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately May 15 to August 15, 1968, and the Maltese authorities will make the necessary arrangements to that end;
- (b) members of the United States Force (hereinafter referred to as the "Force") and their dependents and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment, and freedom of movement in Malta. Members and their depend-

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<sup>1</sup> TIAS 5956, 5980, 6064, 6201, 6310; 17 UST 51, 338, 1004; 18 UST 84, 1665.

ents and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;

- (c) members and their dependents and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority authorized to make the request;
- (d) no member or dependent of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;
- (e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licenses or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;
- (f) the provisions of the Visiting Forces Act, 1966 will have effect with respect to the Force and to members thereof;
- (g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;
- (h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely be exported free of duty;
- (i) members and their dependents and contractors of the Force may, in accordance with existing regulations, import tem-

porarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;

- (j) members and their dependents and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurances of my highest consideration.

HUGH H. SMYTHE

Mr. FREDERICK E. AMATO GAUCI,  
*Secretary for the Ministry of Commonwealth  
and Foreign Affairs,*  
*The Old Chancellery,*  
*Palace Square,*  
*Valletta.*

*The Maltese Secretary for the Ministry of Commonwealth and  
Foreign Affairs to the American Ambassador*

MINISTRY OF COMMONWEALTH  
AND FOREIGN AFFAIRS  
The Old Chancellery,  
Palace Square,  
Valletta, Malta.

CFA. 1486/66

16th APRIL, 1968.

SIR,

I have the honour to acknowledge the receipt of your letter P 54C of 3rd April, 1968, which reads as follows:

“I have the honor to refer to the previous deployment in Malta of the United States Sixth Fleet repair ships USS CADMUS, USS SHENANDOAH, USS CASCADE and USS YELLOWSTONE, and to inform you that my government now proposes to station the USS SHENANDOAH once again in Malta during the period May 15 through August 15, 1968. I have the honor further to propose that this deployment be regulated by the same arrangements as were applied to the stationing of the USS CADMUS, USS SHENANDOAH, USS CASCADE, and USS YELLOWSTONE as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:

- (a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately May 15 to August 15, 1968, and the Maltese authorities will make the necessary arrangements to that end;
- (b) members of the United States Force (hereinafter referred to as the "Force") and their dependents and the contractors of the Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment, and freedom of movement in Malta. Members and their dependents and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;
- (c) members and their dependents and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority authorized to make the request;
- (d) no member or dependent of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;
- (e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licences or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;
- (f) the provisions of the Visiting Forces Act, 1966 will have effect with respect to the Force and to members thereof;
- (g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official

duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

- (h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely be exported free of duty;
- (i) members and their dependents and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;
- (j) members and their dependents and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

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

I have the honour to inform you that the foregoing is acceptable to the Government of Malta and that your letter as quoted above and this letter in reply will constitute a correct record of the understanding reached between our respective Government regarding this matter.

Accept, Sir, the assurance of my highest consideration.

F. E. AMATO-GAUCI

(F.E. Amato-Gauci)

His Excellency,  
Mr. HUGH H. SMYTHE,  
*Ambassador of the United  
States of America,  
Malta.*

# MEXICO

## Disaster Assistance

*Agreement effected by exchange of notes  
Signed at Washington May 3, 1968;  
Entered into force May 3, 1968.*

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*The Ambassador of Mexico to the Secretary of State<sup>[1]</sup>*

EMBAJADA DE MEXICO  
2104

Washington, D.C.,  
*3 de mayo de 1968.*

**SEÑOR SECRETARIO:**

Tengo la honra de referirme a las pláticas recientemente celebradas entre Representantes de nuestros países, acerca de la planeación y ejecución de medidas de auxilio en casos de desastres que puedan ocurrir en el territorio de México o de los Estados Unidos de América.

Los Representantes han llegado a la conclusión de que sería provechoso establecer medios y procedimientos encaminados a proporcionar ayuda mutua entre ambos países en caso de desastres naturales, tales como huracanes, inundaciones, incendios, terremotos u otras catástrofes de ese carácter a fin de proteger la vida, la propiedad, la salud y la seguridad de los habitantes de las zonas fronterizas que resulten afectadas.

Asimismo, han determinado que sería útil promover la concertación de acuerdos sobre ayuda mutua para proveer auxilio en caso de desastre entre las poblaciones ubicadas en ambos lados a lo largo de la frontera internacional y la adopción de planes que tengan por objeto la coordinación de medidas de auxilio a nivel local.

Por lo tanto, he recibido instrucciones de mi Gobierno en el sentido de proponer un Acuerdo sobre medidas de auxilio en casos de desastres naturales, en los siguientes términos:

1. Se establece un Comité México-Estados Unidos de América de auxilio en casos de desastre, cuya función será la de proponer a ambos Gobiernos las medidas de colaboración y ayuda mutua que deban ser consideradas en los planes que estén en vigor en cada país, para ser puestas en ejecución en casos de desastres civiles tales como huracanes, inundaciones, incendios, terremotos u otras catástrofes de ese carácter, basándose en las experiencias obtenidas.

2. Dicho Comité se reunirá alternadamente en México y en los Estados Unidos de América en las fechas que aprueben ambos Gobiernos, presidiendo las reuniones el Jefe de la Sección del país en que se verifiquen.

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<sup>1</sup> The English language text is quoted in the United States note, p. 4812.

3. El Comité estará integrado por dos Secciones, presidida cada una de ellas por un Representante nacional.

4. La Sección Mexicana estará integrada con un representante del Secretario de Gobernación, el Presidente de la Sección Mexicana de la Comisión México-Estados Unidos de América para el Desarrollo y la Amistad Fronterizos y representantes de las Secretarías de Relaciones Exteriores, de la Defensa Nacional, de Marina, de Hacienda y Crédito Público, de Comunicaciones y Transportes y de Salubridad y Asistencia, así como los demás representantes que posteriormente se designen.

5. La Sección Norteamericana del Comité estará integrada con el Director de la Oficina de Planeación de Emergencia, el Presidente de la Sección Norteamericana de la Comisión México-Estados Unidos de América para el Desarrollo y la Amistad Fronterizos y el Coordinador de Auxilios en Casos de Desastres del Departamento de Estado, así como los demás representantes que posteriormente se designen.

6. La primera reunión del Comité se efectuará dentro de los 30 días contados desde la fecha en que quede establecido.

7. Durante sus reuniones, el Comité podrá integrar con sus miembros los Subcomités o Grupos de Trabajo que considere necesarios para llevar a cabo los estudios de las medidas que estime adecuado adoptar en casos de desastres naturales.

8. Los trabajos de los citados Subcomités o Grupos de Trabajo serán estudiados por el Pleno del Comité y una vez acordados se recomendarán a los Gobiernos. Los Gobiernos otorgarán a las recomendaciones del Comité una atención preferente.

9. El Comité elaborará a la brevedad posible un estudio preliminar de las medidas que podrían aplicarse en casos de emergencia y servir de guía a las autoridades de ambos países a nivel nacional, estatal y municipal.

En caso de que el Gobierno de los Estados Unidos de América esté conforme con los términos antes expuestos, tengo a honra proponer que esta nota y la de Vuestra Excelencia en que me comunique dicha conformidad, constituyan un Acuerdo formal entre nuestros dos Gobiernos; Acuerdo que tendría una duración de dos años contados desde esta fecha y que se renovaría automáticamente por períodos adicionales de dos años, a menos que cualquiera de nuestros Gobiernos comunique al otro por escrito su intención de darlo por terminado cuando menos treinta días antes de que finalice alguno de esos períodos.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las expresiones de mi más alta y distinguida consideración.

HUGO B. MARGAIN

Al Excelentísimo señor DEAN RUSK,  
*Secretario de Estado*  
*Washington, D.C.*

*The Secretary of State to the Ambassador of Mexico*

DEPARTMENT OF STATE

WASHINGTON

May 3, 1968

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note No. 2104 of May 3, 1968, which reads in translation as follows:

"I have the honor of referring to the talks held recently between representatives of our countries on the planning and implementation of assistance measures in cases of disasters that may occur in the territory of Mexico or of the United States of America.

"The representatives concluded that it would be useful to establish means and procedures directed toward furnishing mutual assistance between the two countries in the event of natural disasters such as hurricanes, floods, fires, earthquakes, or other catastrophes of that nature, in order to protect the life, property, health, and safety of the inhabitants of the affected border areas.

"They also determined that it would be useful to promote the conclusion of arrangements on mutual assistance in order to provide help in case of disaster between the communities located along the two sides of the international border, and the adoption of plans for the purpose of coordinating assistance measures at the local level.

"Accordingly, I have received instructions from my Government to propose an agreement on assistance measures in cases of natural disasters in the following terms:

"1. A Mexico-United States Committee for assistance in cases of disasters is established, its function being to propose to the two Governments measures of cooperation and mutual assistance that should be considered under the plans in force in each country, in order that they may be put into operation in cases of civil disasters such as hurricanes, floods, fires, earthquakes, or other catastrophes of that nature, such measures being based on experience in this respect.

"2. The Committee will meet alternately in Mexico and the United States on dates approved by the two Governments. The Chief of the host country's Section will act as Chairman at the meetings.

"3. The Committee will be composed of two Sections, each one headed by a national representative.

"4. The Mexican Section will consist of a representative of the Secretary of Government, the Chairman of the Mexican Section of the Mexico-United States Commission for Border Development and Friendship, and representatives of the Secretariats of Foreign Relations, National Defense, Navy, Finance and Public Credit, Communications and Transportation, and Health and Assistance, as well as any other representatives who may be subsequently appointed.

"5. The United States Section of the Committee will consist of the Director of the Office of Emergency Planning, the Chairman of the United States Section of the Mexico-United States Commission for Border Development and Friendship, and the Disaster Relief Coordinator of the Department of State, as well as any other representatives who may be subsequently appointed.

"6. The first meeting of the Committee will be held within 30 days of the date on which it is established.

"7. During its meetings the Committee may appoint from among its members such subcommittees or working groups as it deems necessary to study the measures that should be adopted in case of natural disasters.

"8. The results of the work of the aforesaid subcommittees or working groups will be studied by the full Committee and once they have been agreed upon, they will be recommended to the Governments. The Governments will give the Committee's recommendations priority attention.

"9. The Committee will prepare as promptly as possible a preliminary study of the measures that might be applied in emergency cases and that might serve as a guide to the authorities of the two countries at the national, state, and municipal levels.

"If the Government of the United States of America concurs in the terms set forth above, I have the honor to propose that this note and Your Excellency's note confirming such concurrence constitute a formal agreement between our two Governments, such agreement to be in force for two years from this date and subject to automatic renewal for additional two-year periods, unless either of our two Governments informs the other in writing of its intention to terminate it at least 30 days before the end of any of these periods.

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

I have the honor to state that the foregoing proposal is acceptable to the Government of the United States of America and that Your Excellency's note and this reply shall be considered as constituting 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.

DEAN RUSK

His Excellency  
HUGO B. MARGAIN,  
*Ambassador of Mexico.*

## PAKISTAN

### Investment Guaranties

*Agreement amending the agreement of May 26, 1955.*

*Effectuated by exchange of notes*

*Signed at Rawalpindi and Islamabad March 27, 1968;*

*Entered into force March 27, 1968.*

*With memorandum of understanding*

*Signed at Islamabad March 27, 1968.*

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*The American Ambassador to the Pakistani Secretary,  
Ministry of Foreign Affairs*

No. 670

RAWALPINDI, March 27, 1968

SIR:

I have the honour to refer to the agreement effected by the exchange of notes of May 26, 1955 [<sup>1</sup>] between our two Governments relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Pakistan. After the conclusion of this agreement, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided to investors by investment guarantees 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 Pakistan, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation (Section 221(b) (1) and 221(b) (2) of the Foreign Assistance Act of 1961, as amended) [<sup>2</sup>] for appropriate investments in activities approved by your Government provided that your Government agrees that the undertaking between our respective Governments contained in the above-mentioned agreement will be applicable to such guarantees.

The Government of the United States of America shall not assert against the Government of Pakistan any claim that may arise from a

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<sup>1</sup> TIAS 3269; 6 UST 2045.

<sup>2</sup> 75 Stat. 429; 79 Stat. 654; 80 Stat. 798; 81 Stat. 450; 22 U.S.C. § 2181(b) (1), (2).

payment by the former pursuant to the augmented coverage authorized by Section 221(b) (2) of the Foreign Assistance Act as amended except to the extent the investor had unsatisfied claims against the Government of Pakistan for goods delivered or services rendered to or for the account of the Government of Pakistan. Neither the issuance of investment guaranties against loss due to war, revolution or insurrection nor the payment of compensation thereunder would give rise to a claim by the Government of the United States of America against the Government of Pakistan.

Upon receipt of a note from you, Sir, indicating that the foregoing is acceptable to the Government of Pakistan 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, Sir, the renewed assurances of my highest consideration.

B. H. OEHLERT Jr.

Mr. S. M. YUSUF, S. Pk., C.S.P.  
Secretary, Ministry of Foreign Affairs,  
Islamabad.

The Pakistani Secretary, Ministry of Foreign Affairs, to  
the American Ambassador

MINISTRY OF FOREIGN AFFAIRS  
ISLAMABAD  
March 27, 1968

EXCELLENCY,

I have the honour to refer to your note of March 27, 1968, which is as follows:

"I have the honour to refer to the agreement effected by the exchange of notes of May 26, 1955, 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 Pakistan. After the conclusion of this agreement, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided to investors by investment guaranties that may be issued by the Government of the United States of America.

2. In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Pakistan, the Government of the United States of America is prepared to issue investment guaranties providing such coverage as may be authorised by the applicable United States legislation (section 221(b)(1) and

TIAS 6482

221(b)(2) of the Foreign Assistance Act of 1961, as amended) for appropriate investments in activities approved by your Government provided that your Government agrees that the undertaking between our respective Governments contained in the above-mentioned agreement will be applicable to such guaranties.

3. The Government of the United States of America shall not assert against the Government of Pakistan any claim that may arise from a payment by the former pursuant to the augmented coverage authorised by section 221(b)(2) of the Foreign Assistance Act, as amended, except to the extent the investor had unsatisfied claims against the Government of Pakistan for goods delivered or services rendered to or for the account of the Government of Pakistan. Neither the issuance of investment guaranties against loss due to war, revolution or insurrection nor the payment of compensation thereunder would give rise to a claim by the Government of the United States of America against the Government of Pakistan.

4. Upon receipt of a note from you, Sir, indicating that the foregoing is acceptable to the Government of Pakistan 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, Sir, the renewed assurances of my highest consideration."

and to state, on behalf of the Government of Pakistan, that the understandings between your Government and mine as stated in your above quoted note are correct and are hereby confirmed.

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

S M YUSUF  
(S.M. Yusuf)  
Secretary to the  
Government of Pakistan

His Excellency

Mr. BENJAMIN H. OEHLMER, Jr.,  
*Ambassador of the*  
*United States of America,*  
*Rawalpindi.*

### **MEMORANDUM OF UNDERSTANDING**

With reference to the exchange of notes of 27 March, 1968 concluded by the Government of the United States of America and the Government of Pakistan relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Pakistan, the Parties confirm their understanding as follows:

1. The Government of Pakistan agrees that the new type of investment guaranty authorised by the Foreign Assistance Act of 1961, as amended, may be issued covering investment in projects which have been approved by the Government of Pakistan after governmental consultations if these are requested by either government subject to para 2 below.
2. It is understood that the augmented coverage provided by the exchange of notes of March 27, 1968 shall not be deemed to enhance the contingent obligation of the Government of Pakistan to the United States Government. Nor shall the procedure envisaged under sub-para (c) of paragraph 3 of the exchange of notes of May 26, 1955 be applicable to the augmented coverage except in so far as private investors had unsatisfied claims against the Government of Pakistan for goods delivered or services rendered to or for the account of the Government of Pakistan.
3. It is further understood that the Government of the United States of America will not issue any guaranty in connection with any project unless the project has been approved by the Government of Pakistan.
4. The Government of Pakistan will recognise subject to prompt notification the transfer to the Government of the United States of America of any right, title or interest of the guaranteed investor in the goods, money, credits or other property on account of which the compensation was paid to the investor by the Government of the United States of America and the subrogation of the Government of the United States of America to any claim or cause of action or right of said investor arising from the foregoing, but excluding compensation paid as a result of losses enumerated in paragraph 3 of the exchange of notes of March 27, 1968.
5. Amounts in currency of Pakistan acquired by the Government of the United States of America in accordance with said guarantees will receive treatment no less favourable than that granted to private funds arising from the types of transactions covered by such guarantees.
6. It is understood that the Government of the United States of America will have no greater rights with respect to property or claims transferred in accordance with paragraphs 4 and 5 above than those

previously held by the guarantied investor; and it is further understood that if the laws of Pakistan prevent the acquisition, in whole or in part, of any interest in any property within Pakistan by a foreign government, the Government of Pakistan will permit the guarantied investor and the Government of the United States of America to make appropriate arrangements so that such an interest may be transferred to an entity permitted to own it under the laws of Pakistan.

7. The guarantees contained in the exchange of notes of May 26, 1955 and of March 27, 1968 shall not include any guaranty against nor authorise any claim for confiscation carried out in accordance with international standards as a penalty imposed upon an offender for violation of internal or international law.

DONE in duplicate at Islamabad on March 27, 1968.

FOR THE GOVERNMENT OF  
PAKISTAN

S M YUSUF

(S.M. Yusuf)

*Secretary*

*Government of Pakistan  
Ministry of Foreign Affairs*

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

B. H. OEHLMERT Jr.

(Benjamin H. Oehlert, Jr.)

*Ambassador Extraordinary  
and Plenipotentiary*

[SEAL]

[SEAL]

# REPUBLIC OF KOREA

## Loan of Vessels: U.S.S. *Halsey Powell* and U.S.S. *Hickox*

*Agreement effected by exchange of notes  
Signed at Seoul April 26, 1968;  
Entered into force April 26, 1968.*

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

No. 893

SEOUL, April 26, 1968.

### EXCELLENCY:

I have the honor to refer to the agreement effected by an exchange of notes signed at Seoul dated January 29, 1955, [<sup>1</sup>] concerning the terms and conditions under which United States naval vessels would be provided on loan by the Government of the United States of America to the Government of the Republic of Korea. I have been instructed to inform you that the Government of the United States is now prepared to provide on a loan basis to the Government of the Republic of Korea the following two additional destroyers under the provisions of the said agreement:

*Ex-USS Halsey Powell (DD 686)  
Ex-USS Hickox (DD 673)*

The loan of the destroyers shall be for a period of five years commencing on the respective dates of their delivery.

This agreement may be terminated at any time by either Government. Upon such termination, the Government of the Republic of Korea will promptly return the two destroyers to United States custody.

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

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

WILLIAM J. PORTER

His Excellency

KYU HAH CHOI,  
*Minister of Foreign Affairs,  
Seoul.*

<sup>1</sup> TIAS 3163; 6 UST 19.

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

대한민국  
외무부

의장조 741.12-363

1968. 4. 26.

각하,

본인은 다음과 같은 귀하의 1968년 4월 26일자 제893호 문서에  
인감하는 영광을 가집니다.

“본인은 미국 해군선박이 아메리카합중국 정부로부터  
대한민국정부에게 대여로서 제공되는 조건에 관한 1955년 1월  
29일 서울에서 서명된 문서 교환으로 필요한 협정에 인감하는  
영광을 가집니다. 본인은 합중국정부가 전기 협정의 규정에  
따라 다음과 같은 2척의 추가 구축함을 대여로서 대한민국정부  
에게 제공할 준비가 되어 있음을 귀하에게 통보 할 것을 지시  
받았습니다.

전 미국군함 할시. 파우엘 (DD 686)

전 미국군함 히콕스 (DD 673)

동 구축함의 대여는 각 인도일자로 부터 기산하여 5년간  
입니다.

본 협정은 언제든지 어느 일방정부에 의하여 종결될 수  
있음을니다. 어떠한 종결의 경우에는, 대한민국정부는 동 2척의

구축함을 즉시 합중국 관리하에 반환할 것입니다. 단일 건술한  
사항이 대한민국정부에게 수탁될 수 있다면, 본인은 이 문서와  
이력한 위치의 과하의 회답과서는 본 문제에 관한 양국 정부간의  
협정을 구성할 것이며, 본 협정은 과하의 회답일자에 발효할  
것임을 제인하는 영광을 가집니다."

본인은 대한민국정부가 건술한 사항에 동의함을 위하여 통보하며  
과하의 과서와 본 회답과서는 양국정부간의 협정을 구성하며 본 협정은  
이 회답일자에 효력을 발생함을 확인하는 영광을 가집니다.

과하에 대하여 거듭 본인의 치대한 경의를 표하는 바입니다.

권호자  
외무부장관

주한 아메리카 합중국 대사

윌리엄 케이. 포터 과하

*English Version of the Korean Note*MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF KOREA

OBJ741.12-363

APRIL 26, 1968

EXCELLENCY,

I have the honour to refer to your note No. 893 of April 26, 1968, which reads as follows:

"I have the honor to refer to the agreement effected by an exchange of notes signed at Seoul dated January 29, 1955, concerning the terms and conditions under which United States naval vessels would be provided on loan by the Government of the United States of America to the Government of the Republic of Korea. I have been instructed to inform you that the Government of the United States is now prepared to provide on a loan basis to the Government of the Republic of Korea the following two additional destroyers under the provisions of the said agreement:

*Ex-USS Halsey Powell (DD 686)*  
*Ex-USS Hickox (DD 673)*

The loan of the destroyers shall be for a period of five years commencing on the respective dates of their delivery.

This agreement may be terminated at any time by either Government. Upon such termination, the Government of the Republic of Korea will promptly return the two destroyers to United States custody.

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

I have the honour to inform you that the Government of the Republic of Korea concurs in the foregoing and to confirm that your note and this note in reply shall constitute an agreement between our two Governments, which shall enter into force on this date.

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

KYU HAH Choi

*Minister of Foreign Affairs*

His Excellency

WILLIAM J. PORTER

*Ambassador of the United States of America*  
Seoul

**MULTILATERAL  
General Agreement on Tariffs and Trade**

***Fourth procès-verbal extending the declaration of November 12,  
1959, on the provisional accession of Tunisia to the General  
Agreement.***

***Done at Geneva November 14, 1967;  
Effective with respect to the United States of America and Tunisia  
April 2, 1968.***

GENERAL AGREEMENT ON TARIFFS AND TRADE  
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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FOURTH PROCES-VERBAL  
EXTENDING THE DECLARATION  
ON THE PROVISIONAL ACCESSION OF TUNISIA TO THE GENERAL  
AGREEMENT ON TARIFFS AND TRADE

QUATRIEME PROCES-VERBAL  
PROROGANT LA VALIDITE DE LA DECLARATION CONCERNANT  
L'ACCESSION PROVISOIRE DE LA TUNISIE A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

14 November 1967

Geneva

FOURTH PROCÈS-VERBAL EXTENDING THE DECLARATION ON  
THE PROVISIONAL ACCESSION OF TUNISIA

The parties to the Declaration of 12 November 1959 on the Provisional Accession of Tunisia<sup>[1]</sup> to the General Agreement on Tariffs and Trade (hereinafter referred to as "the Declaration" and "the General Agreement", respectively),

ACTING pursuant to paragraph 6 of the Declaration,

AGREE that:

1. The validity of the Declaration is extended for a further year by changing the date in paragraph 6 to "31 December 1968".

2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by Tunisia and by the participating governments. It shall become effective between the Government of Tunisia and any participating government as soon as it shall have been accepted by the Government of Tunisia and such government.<sup>[2]</sup>

3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Tunisia and to each contracting party to the General Agreement.

DONE at Geneva this fourteenth day of November, one thousand nine hundred and sixty-seven in a single copy in the English and French languages, both texts being authentic.

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<sup>1</sup> TIAS 4498, 4958, 5809, 6005; 11 UST 1538; 13 UST 189; 16 UST 774; 17 UST 603.

<sup>2</sup> Accepted by Tunisia Dec. 18, 1967, and by the United States of America Apr. 2, 1968; effective with respect to the United States of America and Tunisia Apr. 2, 1968.

QUATRIEME PROCES-VERBAL PROROGANT LA VALIDITE DE LA  
DECLARATION CONCERNANT L'ACCESSION PROVISOIRE  
DE LA TUNISIE

Les parties à la Déclaration du 12 novembre 1959 concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général", respectivement),

AGISSANT en conformité du paragraphe 6 de la Déclaration,

SONT CONVENUES que:

1. La validité de la Déclaration est prorogée pour une nouvelle année, la date mentionnée au paragraphe 6 étant remplacée par la date du "31 décembre 1968".
2. Le présent Procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, de la Tunisie et des gouvernements participants. Il prendra effet entre le Gouvernement de la Tunisie et tout gouvernement participant dès que le Gouvernement de la Tunisie et ledit gouvernement participant l'auront accepté.
3. Le Directeur général délivrera copie certifiée conforme du présent Procès-verbal au Gouvernement de la Tunisie et à chaque partie contractante à l'Accord général et leur donnera notification de toute acceptation dudit Procès-verbal.

FAIT à Genève, le quatorze novembre mil neuf cent soixante-sept, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

*For the Argentine Republic :*

*Pour la République d'Argentine :*

*For the Commonwealth of Australia :*

*Pour le Commonwealth d'Australie :*

*For the Republic of Austria :*

*Pour la République d'Autriche :*

*For Barbados :*

*Pour la Barbade :*

*For the Kingdom of Belgium :*

*Pour le Royaume de Belgique :*

*For the United States of Brazil :*

*Pour les Etats-Unis du Brésil :*

*For the Union of Burma :*

*Pour l'Union birmane :*

*For the Republic of Burundi :*

*Pour la République du Burundi :*

*For the Federal Republic of Cameroon :*

*Pour la République fédérale du Cameroun :*

*For Canada :*

*Pour le Canada :*

*For the Central African Republic :*

*Pour la République centrafricaine :*

*For Ceylon :*

*Pour Ceylan :*

*For the Republic of Chad :*

*Pour la République du Tchad :*

*For the Republic of Chile :*

*Pour la République du Chili :*

*For the Republic of the Congo (Brazzaville) :*

*Pour la République du Congo (Brazzaville) :*

*For the Republic of Cuba :*

*Pour la République de Cuba :*

*For the Republic of Cyprus :*

*Pour la République de Chypre :*

*For the Czechoslovak Socialist Republic :*

*Pour la République socialiste tchécoslovaque :*

*For the Republic of Dahomey :*

*Pour la République du Dahomey :*

*For the Kingdom of Denmark :*

*Pour le Royaume du Danemark :*

<i>For the Dominican Republic :</i>	<i>Pour la République Dominicaine :</i>
<i>For the Republic of Finland :</i>	<i>Pour la République de Finlande :</i>
<i>For the French Republic :</i>	<i>Pour la République française :</i>
<i>For the Republic of Gabon :</i>	<i>Pour la République gabonaise :</i>
<i>For the Gambia :</i>	<i>Pour la Gambie :</i>
<i>For the Federal Republic of Germany :</i>	<i>Pour la République fédérale d'Allemagne :</i>
<i>For the Republic of Ghana :</i>	<i>Pour la République du Ghana :</i>
<i>For the Kingdom of Greece :</i>	<i>Pour le Royaume de Grèce :</i>
<i>For Guyana :</i>	<i>Pour la Guyane :</i>
<i>For the Republic of Haiti :</i>	<i>Pour la République d'Haiti :</i>
<i>For Iceland :</i>	<i>Pour l'Islande :</i>
<i>For the Republic of India :</i>	<i>Pour la République de l'Inde :</i>
<i>For the Republic of Indonesia :</i>	<i>Pour la République d'Indonésie :</i>
<i>For Ireland :</i>	<i>Pour l'Irlande :</i>
<i>For the State of Israel :</i>	<i>Pour l'Etat d'Israël :</i>
<i>For the Republic of Italy :</i>	<i>Pour la République italienne :</i>
<i>For the Republic of the Ivory Coast :</i>	<i>Pour la République de Côte d'Ivoire :</i>
<i>For Jamaica :</i>	<i>Pour la Jamaïque :</i>
<i>For Japan :</i>	<i>Pour le Japon :</i>
<i>For the Republic of Kenya :</i>	<i>Pour la République du Kenya :</i>
<i>For the Republic of Korea :</i>	<i>Pour la République de Corée :</i>

<i>For the State of Kuwait :</i>	<i>Pour l'Etat de Koweit :</i>
<i>For the Grand-Duchy of Luxembourg :</i>	<i>Pour le Grand-Duché de Luxembourg :</i>
<i>For the Malagasy Republic :</i>	<i>Pour la République malgache :</i>
<i>For Malawi :</i>	<i>Pour le Malawi :</i>
<i>For Malaysia :</i>	<i>Pour la Malaysia :</i>
<i>For Malta :</i>	<i>Pour Malte :</i>
<i>For the Islamic Republic of Mauritania :</i>	<i>Pour la République islamique de Mauritanie :</i>
<i>For the Kingdom of the Netherlands :</i>	<i>Pour le Royaume des Pays-Bas :</i>
<i>For New Zealand :</i>	<i>Pour la Nouvelle-Zélande :</i>
<i>For the Republic of Nicaragua :</i>	<i>Pour la République du Nicaragua :</i>
<i>For the Republic of the Niger :</i>	<i>Pour la République du Niger :</i>
<i>For Nigeria :</i>	<i>Pour le Nigéria :</i>
<i>For the Kingdom of Norway :</i>	<i>Pour le Royaume de Norvège :</i>
<i>For Pakistan :</i>	<i>Pour le Pakistan :</i>
<i>For the Republic of Peru :</i>	<i>Pour la République du Pérou :</i>
<i>For the People's Republic of Poland :</i>	<i>Pour la République populaire de Pologne :</i>
<i>For the Portuguese Republic :</i>	<i>Pour la République portugaise :</i>
<i>For Rhodesia :</i>	<i>Pour la Rhodésie :</i>
<i>For the Republic of Rwanda :</i>	<i>Pour la République rwandaise :</i>
<i>For the Republic of Senegal :</i>	<i>Pour la République du Sénégal :</i>

*For Sierra Leone :*

*Pour le Sierra Leone :*

*For the Republic of  
South Africa :*

*Pour la République  
sud-africaine :*

*For the Spanish State :*

*Pour l'Etat espagnol :*

*For the Kingdom of Sweden :*

*Pour le Royaume de Suède :*

*For the Swiss Confederation :*

*Pour la Confédération suisse :*

*For the United Republic of  
Tanzania :*

*Pour la République-Unie de  
Tanzanie :*

*For the Togolese Republic :*

*Pour la République togolaise :*

*For Trinidad and Tobago :*

*Pour la Trinité et Tobago :*

*For the Republic of Turkey :*

*Pour la République turque :*

*For Uganda :*

*Pour l'Ouganda :*

*For the United Arab Republic :*

*Pour la République arabe unie :*

*For the United Kingdom  
of Great Britain  
and Northern Ireland :*

*Pour le Royaume-Uni  
de Grande Bretagne  
et d'Irlande du Nord :*

*For the United States of  
America :*

*Pour les Etats-Unis  
d'Amérique :*

*For the Republic of the  
Upper Volta :*

*Pour la République de  
Haute-Volta :*

*For the Eastern Republic of  
Uruguay :*

*Pour la République orientale de  
l'Uruguay :*

*For the Socialist Federal  
Republic of Yugoslavia :*

*Pour la République fédérative  
socialiste de Yougoslavie :*

*For the Republic of Tunisia :*

*Pour la République tunisienne :*

I hereby certify that the foregoing text is a true copy of the Fourth Procès-Verbal Extending the Declaration on the Provisional Accession of Tunisia to the General Agreement on Tariffs and Trade, done at Geneva on 14 November 1967, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Quatrième Procès-verbal portant prorogation de la Déclaration concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 14 novembre 1967, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRATANTES à l'Accord général sur les tarifs douaniers et le commerce.

*E. Wyndham White.*

E. WYNDHAM WHITE

Director-General  
Geneva

Directeur général  
Genève

TIAS 6484

UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND

Tracking Station on Grand Bahama

*Agreement effected by exchange of notes  
Signed at London April 26 and May 3, 1968;  
Entered into force May 3, 1968.*

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*The American Deputy Chief of Mission to the British Secretary  
of State for Foreign Affairs*

No. 7

APRIL 26, 1968

SIR:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the Establishment in the Bahama Islands of a Long-Range Proving Ground for Guided Missiles, signed at Washington on July 21, 1950, [1] as amended by the Exchange of Notes between the two Governments signed in Washington on July 17, 1967[1] (hereinafter referred to as "the Agreement").

The Government of the United States now desires to establish on the Island of Grand Bahama, on a site which is one mile north of the South Shore Road and two and one-half miles north east of the South Riding Point Theodolite Annex, a transportable Apollo Unified S-Band facility. This facility, which would be operated for the United States National Aeronautics and Space Administration, would be used for the tracking of and communication with space vehicles.

I now, therefore, have the honor to propose that the provisions of the Agreement, subject to the modifications detailed in the Annex to this Note, shall apply to the Apollo facility described in paragraph 2 of this Note.

The precise definition of the land required for the facility shall be as agreed between the representatives designated by their respective Governments.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to suggest that this Note with its Annex, and your reply to

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<sup>1</sup> TIAS 2099, 6308; 1 UST 545; 18 UST 1657.

that effect, shall constitute an agreement between the two Governments in this matter which shall enter into force on the date of your reply and, notwithstanding Article XXVI of the Agreement, shall remain in force for the duration of the Agreement or until the Government of the United States no longer requires the Apollo Unified S-Band facility, whichever is the earlier date.

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

PHILIP M. KAISER

Enclosure: Annex.

The Right Honorable  
MICHAEL STEWART, M.P.,  
*Secretary of State for Foreign Affairs,  
London.*

## ANNEX

The Agreement shall, for the purpose of its application to the facility referred to in paragraph 2 of the Note, be subject to the following modifications:

1. Throughout the Agreement the terms "Range Area" and "Flight Testing Range" shall, except as provided by other provisions of this Annex, be replaced by, respectively, "Facility Area" and "Apollo Facility".

2. Article I (1) shall read:

"(1) 'Facility Area' means that part of the territory of the Bahama Islands (including the territorial waters thereof) upon which any Site is established".

3. Article I (4) shall read:

"(4) 'Apollo Facility' means the Apollo Unified S-Band facility to be established on the Island of Grand Bahama by the United States National Aeronautics and Space Administration and includes all matters related to the construction, maintenance and operation of the facility".

4. Article II (1) shall read:

"(1) Subject to the provisions of this Article, the Government of the United States of America shall have the right in the Facility Area:

(a) to establish, maintain and use an Apollo Unified S-Band facility;

(b) to establish, maintain and use an instrumentation and a communications system including radar, radio, land lines and submarine cables for operational purposes in connection with the Apollo Facility".

5. Article II (6) shall read:

"(6) The Contracting Governments shall, in consultation with the Government of the Bahama Islands, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement in connection with the Apollo Facility".

6. Article II (7) shall read:

"(7) The rights granted to the Government of the United States of America by this Article shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication within the Bahama Islands (including the territorial waters thereof) and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble".

7. Article IV shall read:

"(1) The Government of the United Kingdom, except as provided in paragraph (2) of this Article, shall, after consultation with the Government of the Bahama Islands, provide so long as this Agreement remains in force such Sites for the operation of an Apollo Facility as may be agreed between the Contracting Governments to be necessary for that purpose.

"(2) Such Crown Land as shall be agreed between the Government of the United Kingdom and the Government of the United States as necessary for the establishment of the Apollo Unified S-Band facility shall, after consultation with the Government of the Bahama Islands, be supplied free of charge by the Government of the United Kingdom. Any private land required by the Government of the United States for this facility shall not be provided by the Government of the United Kingdom but shall be subject to negotiation between the Government of the United States and the owner of the land required.

"(3) When it is agreed between the Contracting Governments that any Site provided under this Article is no longer necessary for the purpose of the operation of the Apollo Unified S-Band facility the Government of the United Kingdom shall be entitled to cease to provide the Site for that purpose.

"(4) Access to the Sites shall not be permitted to persons not officially connected with the operation of the Apollo Facility or the Bahama Long Range Proving Ground except with the consent of the representatives designated by their respective Governments".

8. Article V shall not apply to NASA personnel or contractors or contractor personnel hired by NASA, who are in the Bahamas engaged in activities in the Apollo Facility.

9. Article XI. Paragraph (1) insert term "the representative designated by Her Britannic Majesty's Government" vice "the Senior Member of the British Armed Forces posted to the Bahamas Long Range Proving Ground".

10. Article XXI shall read: "The representatives designated by their respective Governments shall jointly decide the details of the execution of this Agreement in its application to specific situations, in the best interest of all concerned".

11. Article XXIII shall read:

"Except as provided in Articles IV(2), XVII and XXII the Sites shall be provided, and the rights of the Government of the United States of America under this Agreement shall be made available, free from all rent and charges to the Government of the United States of America".

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*The British Secretary of State for Foreign Affairs to the  
American Ambassador*

FOREIGN OFFICE, S.W.1.

(AU 10/38)

3 May, 1968

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 7 of the 26th of April, which reads as follows:

"I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the Establishment in the Bahama Islands of a Long-Range Proving Ground for Guided Missiles, signed at Washington on July 21, 1950, as amended by the Exchange of Notes between the two Governments signed in Washington on July 17, 1967 (hereinafter referred to as "the Agreement").

The Government of the United States now desires to establish on the Island of Grand Bahama, on a site which is one mile north of the South Shore Road and two and one-half miles north east of the South Riding Point Theodolite Annex, a transportable Apollo Unified S-Band facility. This facility, which would be operated for the United States National Aeronautics and Space

Administration, would be used for the tracking of and communication with space vehicles.

I now, therefore, have the honor to propose that the provisions of the Agreement, subject to the modifications detailed in the Annex to this Note, shall apply to the Apollo facility described in paragraph 2 of this Note.

The precise definition of the land required for the facility shall be as agreed between the representatives designated by their respective Governments.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to suggest that this Note with its Annex, and your reply to that effect, shall constitute an agreement between the two Governments in this matter which shall enter into force on the date of your reply and, notwithstanding Article XXVI of the Agreement, shall remain in force for the duration of the Agreement or until the Government of the United States no longer requires the Apollo Unified S-Band facility, whichever is the earlier date."

2. In reply I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that Your Excellency's Note and its Annex, a copy [<sup>1</sup>] of which I enclose together with this reply shall constitute an agreement between the two Governments in this matter which shall enter into force on this day's date and remain in force for the duration of the Agreement between the Government of the United Kingdom and the Government of the United States for the Establishment in the Bahama Islands of a Long-Range Proving Ground for Guided Missiles, signed at Washington on the 21st of July, 1950, or until the Government of the United States no longer require the Apollo Unified S-Band facility, whichever is the earlier date.

I have the honour to be, with the highest consideration Your Excellency's obedient Servant,

(For the Secretary of State)

D. J. SWAN

His Excellency

The Honourable DAVID K. E. BRUCE, C.B.E.,  
etc., etc., etc.,  
*United States Embassy,*  
*Grosvenor Square, W.1.*

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<sup>1</sup> See *ante*, p. 4833.

# URUGUAY

## Agricultural Commodities

*Agreement signed at Montevideo May 7, 1968;  
Entered into force May 7, 1968.*

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

The Government of the United States of America and the Government of Uruguay have agreed to the sale of the agricultural commodity specified below. This agreement shall consist of the Preamble, Parts I and III and the Dollar Credit annex of the Agricultural Sales Agreement signed January 19, 1968, [ ] together with the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (Calendar Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (In Thousands)
Potatoes/Potato Products	1968	50, 000	\$2, 600
Ocean Transportation (estimated)			900
		<b>TOTAL</b>	<b>\$3, 500</b>

##### ITEM II. Payment Terms:

1. Initial Payment - 5 percent
2. Number of Installment Payments - 19
3. Amount of each installment payment - approximately equal annual amounts.
4. Due date of first installment payment - two years from date of last delivery of the commodity in each calendar year.
5. Initial Interest Rate - 2 percent
6. Continuing Interest Rate - 2-½ percent.

<sup>1</sup> TIAS 6445; *ante*, p. 4534.

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirement</u>
Potatoes/Potato Products	Calendar Year 1968	9,500 metric tons

ITEM IV. Export Limitations:

- A. The export limitation period shall begin with the effective date of the agreement and end on the final date on which commodities financed under this agreement are being imported or utilized, whichever is later.
- B. For the purposes of Part I of Article III A 3 of this agreement, commodities considered to be the same as, or like, the commodities financed under this agreement are potatoes/potato products.

ITEM V. Self-Help Measures:

The Government of Uruguay is continuing to accord high priority to the execution of the program described in the Sales Agreement signed January 19, 1968.

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

For the self-help measures described in the Sales Agreement, signed January 19, 1968, and such other economic development purposes as may be agreed upon by the two Governments.

DONE at Montevideo, in duplicate, this 7th day of May 1968 in the English and Spanish language, both equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

JOHN L. TOPPING

FOR THE GOVERNMENT OF THE  
ORIENTAL REPUBLIC OF URUGUAY:

VENANCIO FLORES

**CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS  
DE AMERICA Y EL GOBIERNO DE LA REPUBLICA ORIEN-  
TAL DEL URUGUAY PARA VENTAS DE PRODUCTOS  
AGRICOLAS**

El Gobierno de los Estados Unidos de América y el Gobierno de la República Oriental del Uruguay han convenido la venta de los productos agrícolas especificados a continuación. Este convenio consistirá del Preámbulo, Partes I y III, y del Crédito en Dólares anexo al Convenio para Ventas de Productos Agrícolas firmado el 19 de enero de 1968 conjuntamente con la siguiente Parte II:

**PARTE II — DISPOSICIONES PARTICULARES**

**ITEM I. Cuadro de Productos:**

<u>Producto</u>	<u>Período de Suministro</u>	<u>Cantidad Máxima Aproximada</u> (en toneladas métricas)	<u>Valor Máxima del Mercado de Exportación</u> (U\$S 1.000)
Papas/Productos derivados de la papa	año civil 1968	50. 000	U\$S 2. 600
Transporte marítimo (estimado)			U\$S 900
			<b>U\$S 3. 500</b>

**ITEM II. Condiciones de Pago**

1. Pago inicial – 5 por ciento
2. Cantidad de pagos en cuotas – 19
3. Importe de cada pago de cuota – importes anuales aproximadamente iguales.
4. Fecha de vencimiento del pago de la primera cuota – dos años a partir de la fecha de la última entrega de productos en cada año civil.
5. Tasa de interés inicial – 2 por ciento.
6. Tasa de interés de continuación – 2,5 por ciento.

**ITEM III. Cuadro de Comercialización Habitual**

<u>Producto</u>	<u>Período de Importación</u>	<u>Necesidades Habitual del Mercado</u>
Papas/Productos Derivados	Año civil 1968	9. 500 toneladas métricas

**ITEM IV. Limitaciones a la Exportación**

A. El período de limitación a la exportación comenzará con la fecha de entrada en vigencia del convenio y terminará en la fecha final en la cual los productos financiados bajo este convenio sean importados o utilizados, según cual sea la fecha más posterior.

B. A los efectos de la Parte I, Artículo III A (3), del convenio, los productos que se considera que son los mismos que, o similares a, los productos financiados bajo este convenio son: papas/productos derivados de la papa.

**ITEM V. Medidas de Ayuda Propia:**

El Gobierno del Uruguay continúa acordando alta prioridad a la ejecución del programa descripto en el Convenio para Ventas de Productos Agrícolas suscrito el 19 de enero de 1968.

**ITEM VI. Fines de Desarrollo Económico para el cual se Utilizará el  
Producido Acumulado al País Importador:**

Para las medidas de ayuda propia descriptas en el Convenio para Ventas de Productos Agrícolas suscrito el 19 de enero de 1968, y para otros fines de desarrollo económico que se convengan mutuamente entre ambos Gobiernos.

Dado en Montevideo, en duplicado, el 7 de Mayo de 1968, en inglés y español, ambos igualmente auténticos.

POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA:

JOHN L. TOPPING

POR EL GOBIERNO DE LA  
REPUBLICA ORIENTAL DEL URUGUAY:

VENANCIO FLORES

**IRAN**

**Water Resources**

*Agreement signed at Tehran March 19, 1968;  
Entered into force March 19, 1968.*

## A C R E E M E N T

between

THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA

and

THE GOVERNMENT OF IRAN

FOR THE DEVELOPMENT OF WATER  
RESOURCES OF IRAN

## میان اتفاق نامه

بین

دُولَتِ اِيَالَاتِ مُتَحَدَّهِ آمِيرِكَاهِ شَمَالِ

و

دُولَتِ شَاهنشَاهِ اِيَرانِ

بِرَاهِ اِنْزَايِشِ مُنَابِعِ قَبَلِ اِسْتَهَادَهِ  
آبِ دِرَابِيرَانِ

WHEREAS, representatives of the Government of the United States of America and representatives of the Government of Iran have heretofore, through previous meetings and communications, considered the development of a joint study or studies to examine the water resources and requirements of Iran to determine the feasibility of a desalting program to enhance the water resources; and

WHEREAS, the Government of the United States of America have developed an extensive research and development program in the field of water desalting and has offered to make the results of such program available to all nations of the world; and

WHEREAS, the Government of the United States of America and the Government of Iran recognize that through joint international programs for the application of desalting processes to the alleviation of water shortages, data and technology useful to the desalting program in the respective countries will be developed; and

WHEREAS, the Government of Iran desires to implement the studies heretofore conducted and to supplement them with further study or studies of the water resources and requirements of the country and to include within such study or studies the current technology, data and information pertaining to all phases of water desalting; and

WHEREAS, both the Government of the United States of America and the Government of Iran recognize the mutual benefits to be obtained from such a study or studies;

The Government of the United States of America and the Government of Iran have agreed as follows:

نظریه‌پذیر: توانیدگان دُولَتِ اِيَالَاتِ مُتَحَدَّهِ آمِيرِكَاهِ شَمَالِ و دُولَتِ شَاهنشَاهِ اِيَرانِ اِزِيدَتْهَا قَبَلِ در زمِنِ برنامَهِهاِ مِنْ اِنْزَايِشِ مُنَابِعِ آبِ وَجَكْرَونِگِ تَاهِمِنْ تَاهِمِنْدِهِهاِ آبِ مُلَكَتِ اِيَرانِ بِرَاهِ اِنْزَايِشِ مُنَابِعِ آبِ و شَهِينِ کَرَدنِ آبِهَاِ شُورَهِ مُنَظَّرِ اِنْزَايِشِ مُنَابِعِ آبِ شَهِينِ مَلاِ تَاهِهَانِ صُورَتِ گَرَفَتِ اِستَ - و

نظریه‌پذیر: دُولَتِ اِيَالَاتِ مُتَحَدَّهِ آمِيرِكَاهِ شَمَالِ برنامَهِ تَحْقِيقِ دَامَنهِ دَارِيِ دِرَابِارِ شَهِينِ کَرَدنِ آبِ شُورَهِ اِنْجَامِ دَادَهِ وَتَسْأَيْجِ چَنْنَنِ برنامَهِ اِيِ رَادِ رَاشْتَهَارِ تَامِ طَلِ سَهِيَانِ تَرَارِدَادَهِ اِستَ - و

نظریه‌پذیر: دُولَتِ اِيَالَاتِ مُتَحَدَّهِ آمِيرِكَاهِ شَمَالِ و دُولَتِ شَاهنشَاهِ اِيَرانِ اِعْلَامِ مِيَكَنَدَهِ بِرَاهِ بَارِسْتَنِ روَهَهَاِ شَهِينِ کَرَدنِ آبِ شُورَهِ مُنَظَّرِ تَخْصِيفِ کَمِ آبِ اِطَلاَعَاتِ نَفَنِ آمَالَزِ بِرَاهِ اِسَنِ مُنَظَّرِ وَمَرَدِ وَکَشْوَرِ اِزْطِيقِ برنامَهِهاِ مِنْ شَهِينِ بَنِ الطَّلَنِ تَوْسِعَهِ خَواهدِهِيَافَتَ - و

نظریه‌پذیر: دُولَتِ اِيَرانِ مَاهِلِ اِستَ مَطَالِعَاتِکِ تَابِحالِ دِرِسَارِهِ مُنَابِعِ آبِ وَهِيَازِندِهِهاِ کَشْوَرِهِ آبِ اِنْجَامِ شَدَهِ اِستَ بِمَوقَعِ اِجْراَهِ اِشَتَهِ وَتَكْمِيلِ شَرُودِ وَرَچَنَنِ مَطَالِعَهِ يَاطَالِعَانِ فَنُونِ جَدِيدِ وَآمَارِ اِطَلاَعَاتِ مَرْبُوطِ بِتَامِ مَراَحِلِ شَهِينِ کَرَدنِ آبِ شُورَهِ اِوارِدَسَازَهِ - و

نظریه‌پذیر: حَرَدِ دُولَتِ اِيَالَاتِ مُتَحَدَّهِ آمِيرِكَاهِ دُولَتِ شَاهنشَاهِ اِيَرانِ اِنْدَهِ اِيَرانِ شَفَاعِ مُشَتَّركِهِ کَهِ اِزِيزِ بِرَاهِ سَهِيَهَاِ قَبَلِ تَحْصِيلِ اِستَ مَطَسِعِ نَظَرِدارِندِهِ .

دُولَتِ اِيَالَاتِ مُتَحَدَّهِ آمِيرِكَاهِ دُولَتِ شَاهنشَاهِ اِيَرانِ دَرِهِ مُنَادِيِرِمَوَانِقَتِ کَرَدهِ اِندَهِ :

1. The two Governments will jointly undertake an analytical study or studies of the water resources and requirements of certain areas of Iran. They will review existing geological and hydrological data and will make recommendations for increasing water supply to the end that the demand for agricultural, industrial and domestic water uses can be met.

THROUGH:

- a. Prevention of salinization of sweet water resources along southern slopes of mountains situated on northern shores of Persian Gulf and Oman sea, and around central desert of Iranian Plateau.
- b. Desalting techniques
- c. Cloud seeding
- d. Other methods

Such study or studies may include but will not be limited to the conduct of jointly funded activities and use of national facilities for the performance of research.

2. In recognition of the economics resulting from the use of dual purpose power-water plants, the study or studies will include examination of the requirements for electric power in the particular area under consideration.

3. The Government of the United States of America will provide free of charges, the services of a technical team to conduct the study or studies and the Government of Iran will provide such services, data and assistance as the team may require in the conduct of the study or studies.

4. The Government of Iran will appoint a team of technicians to work in close cooperation with the American team in order to acquire practical knowledge of those new techniques mentioned in paragraph one.

5. Each Government will designate an agency of its government to assume the primary responsibility for the performance of the obligations of each government under this Agreement.

6. The data, information and technology developed through such study or studies will be made available to both Governments for such use as each may deem desirable.

7. Reports will be prepared by the technical team which will include the results of the study or studies and appropriate recommendations. Such reports will be prepared in duplicate originals and formally transmitted to each Government for concurrence and upon final approval of both Governments will be made available for such use as either Government may deem desirable.

۱- هردو دو دولت مشترکاً برسی‌ها و بررسی‌های تحلیل منابع آب و نیاز آب را در مناطق که از سلطک ایران متنبّل خواهد شد و کیمیاً ملات موجود زمین شناسی و مید ریزی را تجدید نظر کرده و توجیه هائی برای افزایش آب قابل استفاده کشاورزی صنعتی و شرب شهری مسماً بوسائل نیروگاه خواهد کرد :

الف - نیروگاهی از شور شدن منابع آب کوهی‌های جنوبی منطقه شمال خلیج فارس و حرمان - رکاره‌های کسر مرکزی ایران :

- فتوش زمین کردن آبهای شور .
- ایجاد باران از آبراهای موجود .
- روش‌های دیگر .

این برسی‌ها بررسی‌های مسکن است شامل بهره برداری از سرمایه‌گذاری‌های مشترک و استفاده از تسبیلات ملی بمنظور انجام تحقیقات باشد و مخصوصاً پیشواحد شد .

۲- انجام برسی‌ها بررسی‌های تأثیر بر قدر نیاز دارند و مناطق مورد نظری خاص بنتایج اقتصادی ناشی از استفاده از تسبیلات مسکن مزدوج آب ورق .

۳- دولت ایالات متحده آمریکا پیک گروه فنی برای سپرستی برسی‌ها بررسی‌های اساساً در اختصار پیک از دو دولت ایران خدمات و تسبیلات لازم آماراً ملات مورد احتیاج برای منظور فوق را تأمین خواهد کرد .

۴- دولت ایران بعد از ایجاد کارشناسان خود معاً موہب خواهد دارد که پاگرد، متخصصین آمریکائی کارنموده به نحوی که درباره فتوش جدید طکور در ماده ۱ اطلاعات ملی بدست آورند .

۵- هریک از دو دولت دفتر منصوص از تشكیلات خود را برای فعالیت اصلی اجرای تعهدات خود که ناشی از موافقتname حاضر است تभیه خواهد کرد .

۶- آماراً ملات و روش‌های فنی ای که از برسی‌ها بررسی‌های مذکور بدست می‌آید بتوانند مورد استفاده هردو دو دولت بجهت ملاحظه که بخواهد تقدیر گردند .

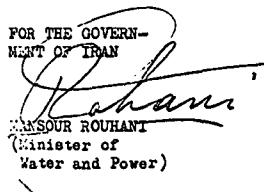
۷- گزارشها که شامل نتایج برسی‌ها و پیشنهادهای متضمن خواهد بود و سمه متخصصین تهیه می‌شوند . این گزارشها در وقتی اصلی تهیه خواهد شد و رسماً هریک از دو دولت بمنظور تقویت تقدیر خواهد گردید . این گزارشها پس از تصویب نهائی هردو دو دولت مسکن است به رشکن که بخواهد مورد استفاده آنان تقدیر گردند .

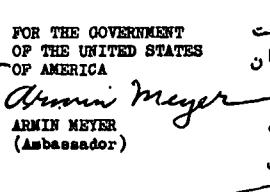
8. This Agreement will be implemented through appropriate arrangements made by the agencies designated pursuant to paragraph 5 above. These arrangements may include among other things:

- a. The area or areas to be studied;
- b. The apportionment of costs of each joint study;
- c. The exact scope of the particular study and the parameters within which the technical team will perform its functions;
- d. The use and procurement, if necessary, of qualified private personnel or organizations;
- e. A schedule of time for performances;
- f. The method or methods by which information pertaining to a particular study will be publicly released; and
- g. Such other details as may be deemed necessary to implement this Agreement.

9. This Agreement shall enter into force upon signature, shall continue in force for two years, and may be extended by mutual agreement.

Done in duplicate at Tehran, Iran,  
this 19th day of March 1968.

FOR THE GOVERNMENT OF IRAN  
  
Hassan Rouhani  
(Minister of Water and Power)

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
  
Armin Meyer  
(Ambassador)

اـ - این موافقت نامه پس از تدارکات لازم توسط دفاتر مخصوص که در ماده ۵ ذکر شده، علی‌خواهد گردید. این تدارکات ممکن است ضمن سایر امور شامل موارد زیر باشد:

- الف - تعیین منطقه پایانه‌گذاری که باید مطالعه شود.
- ب - تقسیم و تقسیک مخارج مطالعات مشترک.
- ج - حدود دقیق مطالعات خاص مورد بحث و مطالعه که بر حسب آن گروه‌های کارشناس باید وظایف خود را تجاه بمند.
- د - استفاده و کارگشاشتن اشخاص و مؤسسات صلاحتدار مخصوص.
- هـ - جدول برنامه کار.
- و - روش بازرسی‌هایی که برای انتشار مطالعات خاص حاصل از بررسی‌ها باید مراعات شود.
- ز - هرگونه جزئیات دیگر که برای اجرای مفاد این موافقتنامه ضروری تشخیص داده شود.

۱- این موافقتنامه پس از امضای تابی اجرایت و مدت ۲ سال بقوت خود باقی است و ممکن است با موافقت طرفین تمدید شود.

این موافقتنامه در دو نسخه اصلی در تاریخ ۲۹/۰۳/۱۳۴۶  
برابری ۱۹۶۸ در تهران با حضور رسید.

از طرف دولت اسلامی  
جمهوری اسلامی  
جمهوری اسلامی  
آمریکای شمالی  
امیرن مایر  
وزیر آب و برق  
سپر

[SEAL]

## MOROCCO

### Agricultural Commodities

*Agreement signed at Rabat May 2, 1968;  
Entered into force May 2, 1968.*

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

The Government of the United States of America and the Government of the Kingdom of Morocco have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, the Local Currency Annex and the Dollar Credit Annex of the Agreement signed April 20, 1967,[<sup>1</sup>] together with the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate maximum quantity (metric tons)</u>	<u>Maximum Export market value (thousands)</u>
<b>A. Dollar Credit Terms</b>			
Wheat and/or wheat flour	United States fiscal year 1968	50,000	\$ 3,200
Soybean and/or cotton-seed oil	January 1, 1968, through June 30, 1969	30,000	6,750
Ocean Transportation (estimated)			500
		Subtotal	\$10,450
<b>B. Local Currency Terms</b>			
Wheat and/or wheat flour	United States fiscal year 1968	50,000	\$ 3,200
Soybean and/or cotton-seed oil	January 1, 1968, through June 30, 1969	30,000	6,750
		Subtotal	\$ 9,950
		<b>TOTAL</b>	<b>\$20,400</b>

<sup>1</sup> TIAS 6256; 18 UST 496.

**ITEM II. Payment Terms:****A. Dollar Credit**

1. Initial Payment - 3 percent
2. Number of Installment Payments - 19
3. Amount of Each Installment Payment - Approximately equal annual installments
4. Due Date of First Installment Payment - Two years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate - 2 percent
6. Continuing Interest Rate - 2½ percent per annum

**B. Local Currency**

1. Initial Payment in Dollars - 3 percent
2. Proportions of Local Currency Indicated for Specified Purposes:
  - a. United States expenditures - 20 percent
  - b. Section 104(e) Loans - 5 percent
  - c. Section 104(f) Loans - 75 percent
3. Convertibility
 

a. Section 104(b) (1) Market development	\$199,000
b. Section 104(b) (2) Educational exchange	\$199,000

**ITEM III. Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirement (metric tons)</u>
Wheat	United States fiscal year 1968	175,000
Edible vegetable oil	January 1, 1968, through June 30, 1969	30,000 (of which at least 15,000 shall be imported from the United States of America)

**ITEM IV. Export Limitations:**

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat and/or wheat flour - food grains including all types of wheat and wheat products (including semolina or pasta products) and barley; and for soybean and/or cottonseed oil - edible vegetable oils except pure (unblended) olive oil.

**ITEM V. Self-Help Measures:**

The Government of the Kingdom of Morocco agrees to continue to accord high priority to the execution of the program described in the agreement signed April 20, 1967, and the agreement signed October 27, 1967.<sup>[1]</sup>

**ITEM VI. Economic Development for Which Proceeds Accruing to Importing Country to be Used:**

Proceeds accruing to the importing country from the sale of commodities financed under dollar credit terms shall be used for:

1. The self-help measures described in Item V of the April agreement and the October agreement.
2. Such other economic development purposes as may be agreed upon by the two Governments.

**ITEM VII. Other Provisions:**

Travel – In addition to any local currency authorized for sale under Section 104(j) of the Act,<sup>[2]</sup> the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of the trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE at Rabat, in duplicate, this 2nd day of May, 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
KINGDOM OF MOROCCO



[SEAL]

<sup>1</sup> TIAS 6384; 18 UST 2925.

<sup>2</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

<sup>3</sup> Henry J. Tasca

<sup>4</sup> Ahmed Laraki

# UNION OF SOVIET SOCIALIST REPUBLICS

## Air Transport Services

*Agreement amending the agreement and supplementary agreement  
of November 4, 1966.*

*Effectuated by exchange of notes  
Dated at Moscow May 6, 1968;  
Entered into force May 6, 1968.*

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*The American Embassy to the Ministry of Foreign Affairs of the  
Union of Soviet Socialist Republics*

Note No. 1608

The Embassy of the United States of America refers to the Civil Air Transport Agreement and the Supplementary Agreement thereto between the United States of America and the Union of Soviet Socialist Republics signed at Washington on November 4, 1966,<sup>[1]</sup> and has the honor to propose on behalf of its Government that these agreements be amended as follows:

1. The Annex to the Civil Air Transport Agreement to be replaced by the text appearing in the enclosure to this Note.
2. London, Copenhagen, and Montreal to be added to the list of agreed technical stops in Article II of the Supplementary Agreement.

If these proposals are acceptable to the Government of the Union of Soviet Socialist Republics, the Embassy has the honor to propose that this Note and the Ministry's reply thereto constitute an agreement between the two parties concerning the amendment of the Civil Air Transport Agreement and the Supplementary Agreement of November 4, 1966, which will enter into force on the date of the Ministry's reply.

Enclosure: Annex

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Moscow, May 6, 1968.*

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<sup>1</sup> TIAS 6135; 17 UST 1909.

## A N N E X

1. The Government of the Union of Soviet Socialist Republics entrusts the Ministry of Civil Aviation of the USSR with responsibility for the operation of the agreed services on the routes specified in Table I of this Annex, which in turn designates for this purpose the Transport Authority of the International Airlines of Civil Aviation (Aeroflot).

2. The Government of the United States of America designates Pan American World Airways, Inc., to operate the agreed services on the routes specified in Table II of this Annex.

3. Each designated airline shall have the following rights in the operation of the agreed services on the respective routes specified in Tables I and II of this Annex:

(1) The right to land for technical and commercial purposes at the terminal point of the agreed route in the territory of the other Contracting Party, as well as to use alternate airports and flight facilities in that territory for these purposes;

(2) The right to discharge passengers, baggage, cargo and mail in the territory of the other Contracting Party, but without the right to discharge passengers, baggage, cargo and mail coming from an intermediate point in a third country on the given route, except for passengers and their accompanied baggage which have been disembarked at that intermediate point by the designated airline and subsequently re-embarked during the validity of the ticket (but in no event later than one year from the date of disembarkation) and which are moving under a passenger ticket and baggage check providing for transportation on scheduled flights on each segment of the route between the two Contracting Parties; and

(3) The right to pick up passengers, baggage, cargo and mail in the territory of the other Contracting Party, but without the right to pick up passengers, baggage, cargo and mail destined for an intermediate point in a third country on the given route, except for passengers and their accompanied baggage which are to be disembarked at that intermediate point and subsequently re-embarked by the designated airline during the validity of the ticket (but in no event later than one year from the date of disembarkation) and which are moving under a passenger ticket and baggage check providing for transportation on scheduled flights on each segment of the route between the two Contracting Parties.

4. The intermediate points referred to in Tables I and II of this Annex shall be Montreal, Stockholm, Copenhagen or London. At the beginning of each summer and winter traffic season, each designated

airline may change from one to another of these intermediate points for that season. The intermediate point may, at the option of each designated airline, be omitted on any or all flights. Additional intermediate points may be added to Tables I and II of this Annex by agreement between the appropriate authorities of each Government.

### **AGREED SERVICES**

#### **TABLE I**

For the Union of Soviet Socialist Republics:

Moscow to New York and return, via one of the intermediate points listed in paragraph 4 of the Annex. Technical stops will be limited to those listed in Article II of the Supplementary Agreement.

#### **TABLE II**

For the United States of America:

New York to Moscow and return, via one of the intermediate points listed in paragraph 4 of the Annex. Technical stops will be limited to those listed in Article II of the Supplementary Agreement.

*The Ministry of Foreign Affairs of the Union of Soviet Socialist  
Republics to the American Embassy*

МИНИСТЕРСТВО  
ИНОСТРАННЫХ ДЕЛ СССР

13 18/осшэ

Министерство Иностранных Дел Союза Советских Социалистических Республик ссылается на ноту с приложением к ней Посольства Соединенных Штатов Америки от 6 мая 1968 года следующего содержания:

"Посольство Соединенных Штатов Америки ссылается на Соглашение о воздушном сообщении и на Дополнительное Соглашение к нему между Соединенными Штатами Америки и Союзом Советских Социалистических Республик, подписанные в Вашингтоне 4 ноября 1966 г., и от имени своего Правительства имеет честь предложить, чтобы эти Соглашения были изменены следующим образом:

1. Заменить Приложение к Соглашению о воздушном сообщении текстом, содержащимся в приложении к настоящей ноте.
2. Дополнить перечень согласованных технических посадок в статье II Дополнительного Соглашения пунктами Лондон, Копенгаген и Монреаль.

Если эти предложения приемлемы для Правительства Союза Советских Социалистических Республик, Посольство имеет честь предложить, чтобы настоящая нота и ответ на нее Министерства составляли договоренность между двумя Сторонами об изменении Соглашения о воздушном сообщении и Дополнительного Соглашения от 4 ноября 1966 г., причем эта договоренность вступает в силу в день ответа Министерства.

Приложение

1. Правительство Союза Советских Социалистических Республик возлагает эксплуатацию договорных линий по маршрутам,

В ПОСОЛЬСТВО  
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ  
г. Москва

указанным в Таблице I настоящего Приложения, из Министерство гражданской авиации СССР, которое назначает для этой цели Гражданское управление международных воздушных линий гражданской авиации (Аэрофлот).

2. Правительство Соединенных Штатов Америки назначает для эксплуатации договорных линий по маршрутам, указанным в Таблице II настоящего Приложения, "Пан-Америкэн Уорлд Эйрвэйз, Инкорпорейтед".

3. Каждое назначенное авиапредприятие будет иметь следующие права при эксплуатации договорных линий по соответствующим маршрутам, указанным в Таблицах I и II настоящего Приложения:

(1) Право посадки с техническими и коммерческими целями в конечном пункте договорной линии на территории другой Договаривающейся Стороны, а также использования запасных аэропортов и средств обеспечения полетов на упомянутой территории для этих целей;

(2) Право выгрузки пассажиров, багажа, грузов и почты на территории другой Договаривающейся Стороны, но без права выгрузки пассажиров, багажа, грузов и почты, направляющихся из промежуточного пункта в третьей стране на данном маршруте, за исключением пассажиров и следующего с ними багажа, которые были выгружены на этом промежуточном пункте назначенным авиапредприятием и затем вновь погружены в течение срока действия билета (но ни в коем случае не позже, чем через один год со дня высадки) и которые следуют по пассажирскому билету и багажной квитанции, обеспечивающим перевозку на предусмотренных расписанием самолетах на каждом отрезке маршрута между двумя Договаривающимися Сторонами; и

(3) Право погрузки пассажиров, багажа, грузов и почты на территории другой Договаривающейся Стороны, но без права погрузки пассажиров, багажа, грузов и почты, направляющихся в промежуточный пункт в третьей стране на данном маршруте, за исключением пассажиров и следующего с ними багажа, которые должны быть выгружены в этом промежуточном пункте и затем вновь погружены назначенным авиапредприятием в течение срока действия билета (но ни в коем случае не позже, чем через один год со дня высадки) и которые следуют по пассажирскому билету и багажной квитанции, обеспечивающим перевозку на предусмотренных расписаниях.

ем самолетах на каждом отрезке маршрута между двумя Договорившимися Сторонами.

4. Промежуточными пунктами, упомянутыми в Таблицах I и П настоящего Приложения, являются Монреаль, Стокгольм, Копенгаген или Лондон. В начале каждого летнего и зимнего сезона перевозок каждое назначение авиапредприятие может производить замену одного из указанных промежуточных пунктов другим на этот сезон. Промежуточный пункт по усмотрению каждого назначенного авиапредприятия может быть исключен из любого или всех полетов. Дополнительные промежуточные пункты могут быть внесены в Таблицы I и П настоящего Приложения по договоренности между соответствующими ведомствами каждого Правительства.

#### Договорочные линии

##### Таблица I

Для Союза Советских Социалистических Республик:

Москва—Нью-Йорк и обратно через один из промежуточных пунктов, указанных в параграфе 4 Приложения. Технические посадки ограничиваются теми, которые перечислены в статье П Дополнительного Соглашения.

##### Таблица II

Для Сосединних Штатов Америки:

Нью-Йорк—Москва и обратно через один из промежуточных пунктов, указанных в параграфе 4 Приложения. Технические посадки ограничиваются теми, которые перечислены в статье П Дополнительного Соглашения."

Министерство Иностранных Дел Союза Советских Социалистических Республик по поручению своего Правительства сообщает о согласии Советской стороны рассматривать вышеуказанную ноту Посольства с приложением к ней и настоящий ответ из ино Министерства как договоренность между Сторонами об изменении Соглашения о воздушном сообщении и Дополнительного Соглашения к нему от 4 ноября 1966 года, причем эта договоренность вступает в силу сегодня.



Москва, "6" мая 1968 года

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
OF THE U.S.S.R.

No. 18/usa

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics refers to the note of May 6, 1968 with Annex thereto from the Embassy of the United States of America, of the following content:

[For the English language text of the note, see p. 4848.]

On instructions from its Government the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics communicates the agreement of the Soviet side to consider the aforesaid note of the Embassy with Annex thereto and the Ministry's present reply to it as an understanding between the Parties to amend the Civil Air Transport Agreement and the Supplementary Agreement thereto dated November 4, 1966, and this understanding enters into force today.

[SEAL]

Moscow, *May 6, 1968*

EMBASSY OF THE  
UNITED STATES OF AMERICA,  
*Moscow.*

## MULTILATERAL

### Intergovernmental Maritime Consultative Organization (IMCO)

*Amendment to article 28 of the convention of March 6, 1948.  
Adopted by the IMCO Assembly at Paris September 28, 1965;  
Ratification advised by the Senate of the United States of America  
December 11, 1967;  
Ratified and accepted by the President of the United States of  
America January 8, 1968;  
Acceptance by the United States of America deposited with the  
Secretary-General of the United Nations February 1, 1968;  
Proclaimed by the President of the United States of America  
May 24, 1968;  
Date of entry into force November 3, 1968.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

#### A PROCLAMATION

WHEREAS an amendment to Article 28 of the Convention of the Intergovernmental Maritime Consultative Organization was adopted at Paris on September 28, 1965 by the Assembly of the Intergovernmental Maritime Consultative Organization;

WHEREAS a copy of the amendment, together with the resolution adopting the amendment, in the English, French, and Spanish languages, is word for word as follows:

INTER-GOVERNMENTAL MARITIME  
CONSULTATIVE ORGANIZATION

ORGANISATION  
INTERGOUVERNEMENTALE  
CONSULTATIVE DE LA NAVIGATION  
MARITIME

Telegrams: INMARCOR—LONDON, W.1  
Telephone: LANGHAM 6141  
Ref:

22, BERNERS STREET,  
LONDON, W.1



IMCO

**RESOLUTION A.70(IV)**  
**adopted on 28 September 1965**

THE ASSEMBLY,

RECOGNIZING the need to increase the number of members of the Maritime Safety Committee and to modify their method of election,

CONSEQUENTLY HAVING ADOPTED, at the fourth regular session of the Assembly, an amendment, the text of which is contained in the Annex to this Resolution, to Article 28 of the Convention on the Inter-Governmental Maritime Consultative Organization, [¹]

DETERMINES, in accordance with the provisions of Article 52 of the Convention, that the amendment adopted hereunder is of such a nature that any Member which hereafter declares that it does not accept such amendment and which does not accept the amendment within a period of twelve months after the amendment comes into force shall, upon the expiration of this period, cease to be a Party to the Convention,

REQUESTS the Secretary-General of the Organization to effect the deposit with the Secretary-General of the United Nations of the adopted amendment in conformity with Article 53 of the Convention and to receive declarations and instruments of acceptance as provided for in Article 54, and

INVITES the Member Governments to accept the adopted amendment at the earliest possible date after receiving a copy thereof from the Secretary-General of the United Nations, by communicating an instrument of acceptance to the Secretary-General for deposit with the Secretary-General of the United Nations.

<sup>¹</sup> TIAS 4044; 9 UST 621.

**ANNEX**

The existing text of Article 28 of the Convention is replaced by the following:

The Maritime Safety Committee shall consist of sixteen members elected by the Assembly from members, Governments of those States having an important interest in maritime safety of which:

- (a) Eight members shall be elected from among the ten largest shipowning States.
- (b) Four members shall be elected in such manner as to ensure that, under this subparagraph, a State in each of the following areas is represented:
  - I. Africa
  - II. The Americas
  - III. Asia and Oceania
  - IV. Europe.
- (c) The remaining four members shall be elected from among States not otherwise represented on the Committee.

For the purpose of this Article, States having an important interest in maritime safety shall include, for example, States interested in the supply of large numbers of crews or in the carriage of large numbers of berthed or unberthed passengers.

Members of the Maritime Safety Committee shall be elected for a term of four years and shall be eligible for re-election.

Certified a true copy  
of Assembly Resolution A.70(IV)  
of 28 September 1965 and of its Annex

E C V GOAD

E.C.V. GOAD  
*Acting Secretary-General  
of the Inter-Governmental Maritime  
Consultative Organization*

22 October 1965

INTER-GOVERNMENTAL MARITIME  
CONSULTATIVE ORGANIZATION

ORGANISATION INTERGOUVERNEMENTALE  
CONSULTATIVE DE LA NAVIGATION  
MARITIME

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Ref:

22, BERNERS STREET,  
LONDON, W.1



IMCO

**RESOLUTION A.70 (IV)**  
**adoptée le 28 septembre 1965**

L'ASSEMBLEE,

RECONNAISSANT la nécessité d'augmenter le nombre et de modifier le mode d'élection des membres du Comité de la sécurité maritime,

ET AYANT EN CONSEQUENCE ADOPTÉ à sa quatrième session ordinaire, un amendement à l'article 28 de la Convention portant création de l'Organisation intergouvernementale consultative de la navigation maritime dont le texte figure dans l'annexe jointe à la présente résolution,

SPECIFIE, conformément aux dispositions de l'article 52 de la Convention, que l'amendement figurant en annexe est d'une nature telle que tout Membre qui déclarerait par la suite qu'il n'accepte pas un tel amendement et qui ne l'accepterait pas dans un délai de douze mois à dater de son entrée en vigueur cesserait à l'expiration de ce délai d'être partie à la Convention,

DEMANDE au Secrétaire général de l'Organisation d'effectuer le dépôt de l'amendement adopté auprès du Secrétaire général des Nations Unies ainsi qu'il est prévu à l'article 53 de la Convention, et de recevoir les déclarations et instruments d'approbation conformément aux dispositions de l'article 54, et

INVITE les Gouvernements membres à accepter l'amendement adopté aussitôt que possible après réception du texte dudit amendement qui leur sera transmis par le Secrétaire général des Nations Unies, en adressant une notification d'approbation au Secrétaire général aux fins de dépôt auprès du Secrétaire général des Nations Unies.

**ANNEXE**

Le texte actuel de l'article 28 de la Convention est remplacé par le texte suivant:

Le Comité de la sécurité maritime se compose de seize membres, élus par l'Assemblée parmi les membres, gouvernements des Etats qui ont un intérêt important dans les questions de sécurité maritime:

- a) Huit membres sont élus parmi les dix Etats qui possèdent les flottes de commerce les plus importantes;
- b) Quatre membres sont élus de manière qu'au titre du présent alinéa, un Etat représente chacune des régions suivantes:
  - I. l'Afrique
  - II. les Amériques
  - III. l'Asie et l'Océanie
  - IV. l'Europe;
- c) Les quatre autres membres sont élus parmi les Etats non représentés par ailleurs au Comité.

Aux fins du présent article, les Etats qui ont un intérêt important dans les questions de sécurité maritime comprennent, par exemple, ceux dont les ressortissants entrent, en grand nombre, dans la composition des équipages ou qui sont intéressés au transport d'un grand nombre de passagers de cabine ou de pont.

Les membres du Comité de la sécurité maritime sont élus pour une période de quatre ans et sont rééligibles.

Copie certifiée conforme  
de la Résolution A.70(IV) de l'Assemblée  
du 28 septembre 1965 et de son Annexe.

E C V GOAD

E.C.V. Goad

*Secrétaire général par intérim  
de l'Organisation Intergouvernementale  
Consultative de la Navigation Maritime*

*22 Octobre 1965*

INTER-GOVERNMENTAL MARITIME  
CONSULTATIVE ORGANIZATION

ORGANISATION INTERGOUVERNEMENTALE  
CONSULTATIVE DE LA NAVIGATION  
MARITIME

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LONDON, W.1



IMCO

**RESOLUCION A.70(IV)**  
**adoptada el 28 de setiembre de 1965**

LA ASAMBLEA,

RECONOCIENDO la necesidad de aumentar el número de miembros del Comité de Seguridad Marítima y de modificar el método de su elección,

Y HABIENDO ADOPTADO EN CONSECUENCIA, en la cuarta sesión regular de la Asamblea, una enmienda al Artículo 28 de la Convención relativa a la Organización Consultiva Marítima Intergubernamental, cuyo texto figura en el Anexo de la presente Resolución,

DETERMINA, conforme a las disposiciones del Artículo 52 de la Convención, que la enmienda adoptada que figura a continuación es de tal naturaleza que todo Miembro que haya formulado tal declaración y que no haya aceptado la enmienda en un plazo de doce meses a partir de la fecha de su entrada en vigor, cesará, a la expiración de dicho plazo, de ser parte de la Convención,

RUEGA al Secretario General de la Organización que efectúe el depósito de la enmienda adoptada cerca del Secretario General de las Naciones Unidas, como lo prevee el Artículo 53 de la Convención, y que reciba las declaraciones e instrumentos de aprobación conforme a las disposiciones del Artículo 54, e

INVITA a los Gobiernos Miembros a aceptar la enmienda adoptada lo antes posible después de recibir el texto de dicha enmienda, que les será transmitido por el Secretario General de las Naciones Unidas, mediante el envío de un instrumento de aceptación al Secretario General para fines de su depósito cerca del Secretario General de las Naciones Unidas.

**ANEXO**

El texto existente del Artículo 28 de la Convención es reemplazado por el siguiente:

El Comité de Seguridad Marítima estará integrado por dieciseis miembros elegidos por la Asamblea de entre los miembros representantes de los Gobiernos de Estados que posean un interés importante en la seguridad marítima, de los cuales:

- a) Ocho miembros serán elegidos de entre los diez Estados que posean las flotas más importantes.
- b) Cuatro miembros serán elegidos de modo que se garantice la representación de un Estado en cada una de las regiones siguientes:
  - I. África
  - II. Las Américas
  - III. Asia y Oceanía.
  - IV. Europa.
- c) Los cuatro miembros restantes serán elegidos de entre los Estados no representados en el Comité a título de los párrafos a) y b) precitados.

Para los fines del presente Artículo, los Estados que poseen un interés importante en la seguridad marítima serán, por ejemplo, aquellos Estados interesados en la provisión de grandes números de tripulaciones o en el transporte de grandes números de pasajeros, alojados o no alojados.

Los Miembros del Comité de Seguridad Marítima serán elegidos por un período de cuatro años y serán susceptibles de reelección.

Copia certificada conforme  
de la Resolución A.70(IV) de la Asamblea  
del 28 de setiembre de 1965 y de su Anexo

E C V GOAD

E.C.V. Goad

*Secretario General Interino  
de la Organización Consultiva Marítima  
Intergubernamental*

*22 de octubre de 1965*

WHEREAS the Senate of the United States of America by its resolution of December 11, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the amendment;

WHEREAS the amendment was ratified and accepted by the President of the United States of America on January 8, 1968, in pursuance of the advice and consent of the Senate;

WHEREAS instruments of acceptance were deposited with the Secretary-General of the United Nations as follows: Morocco and Malagasy Republic on January 27, 1966; Singapore on February 18, 1966; Tunisia on February 23, 1966; Union of Soviet Socialist Republics on March 7, 1966; France on March 14, 1966; Canada on April 29, 1966; Spain on May 9, 1966; Norway and the United Kingdom on May 23, 1966; Belgium on June 6, 1966; Australia and Ireland on June 23, 1966; Pakistan on July 5, 1966; Federal Republic of Germany on July 22, 1966; Sweden on July 26, 1966; Republic of China on July 27, 1966; Panama on August 2, 1966; Poland on August 19, 1966; Kuwait on September 6, 1966; Malta on September 8, 1966; Bulgaria on October 3, 1966; Argentina on October 5, 1966; Czechoslovakia on October 6, 1966; India on October 13, 1966; Philippines on November 2, 1966; Denmark on November 15, 1966; Ghana on November 21, 1966; Yugoslavia on November 28, 1966; Brazil on December 30, 1966; Republic of Korea on January 10, 1967; Switzerland on January 13, 1967; Finland on January 20, 1967; Israel on February 9, 1967; United Arab Republic on February 15, 1967; Lebanon on February 20, 1967; Iceland on March 13, 1967; Ivory Coast on March 20, 1967; Trinidad and Tobago on April 20, 1967; Netherlands on May 15, 1967; Turkey on June 9, 1967; Romania on July 27, 1967; Mexico on October 16, 1967; Algeria on November 3, 1967; Nigeria on December 11, 1967; and the United States of America on February 1, 1968;

AND WHEREAS, pursuant to the provisions of Article 52 of the Convention, the amendment will enter into force on November 3, 1968, twelve months after acceptance by two-thirds of the Members of the Organization;

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 amendment to the end that it shall be observed and fulfilled with good faith, on and after November 3, 1968, 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-fourth day of May  
in the year of our Lord one thousand nine hundred sixty-  
[SEAL] eight and of the Independence of the United States of  
America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

TIAS 6490

# COLOMBIA

## Consular Officers: Free Entry Privileges

*Agreement effected by exchange of notes  
Signed at Washington May 9 and 10, 1968;  
Entered into force May 10, 1968.*

*The Secretary of State to the Ambassador of Colombia*

DEPARTMENT OF STATE  
WASHINGTON  
*May 9, 1968*

EXCELLENCY:

I have the honor to refer to your note No. 2745, dated November 28, 1967 [<sup>1</sup>] and to subsequent conversations between representatives of our two Governments relating to the extension of customs free entry privileges for consular officers of either country stationed in the territory of the other country, and to confirm the following understandings:

It is understood that, on a basis of reciprocity, all American and Colombian consular officers of career, and members of their families living with them, specifically appointed or assigned by the sending State to serve in its respective consular offices, who are nationals of the sending State and not engaged in any other occupation for gain in the country of the receiving State, and who are not normally resident within the territory of the receiving State, shall be extended free entry privileges upon arrival to take up their duties and upon return from leave spent abroad, as well as the privilege of free importation of articles intended for their personal use at any time during official residence, provided the importation of such articles is not prohibited respectively by the laws of Colombia and the United States.

It is understood that articles imported for personal or family use may include reasonable amounts of foodstuffs and tobacco products. The present agreement shall not apply, however, with regard to the importation of automobiles. The free importation of liquor will be limited to one twelve-bottle case per month per head of each Consulate.

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<sup>1</sup> Not printed.

Upon receipt of a note confirming that the foregoing is also the understanding of the Government of Colombia, the Government of the United States will consider that this note and your reply shall constitute an agreement between our two Governments which agreement shall enter into force on the date of your reply note.

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

For the Secretary of State:

ROBERT M. SAYRE

His Excellency

Dr. HERNAN ECHAVERRÍA,  
*Ambassador of Colombia.*

*The Colombian Chargé d'Affaires ad interim to the  
Secretary of State*

EMBAJADA DE COLOMBIA  
WASHINGTON  
*May 10, 1968*

1113

EXCELLENCY:

I have the honor to refer to Your Excellency's note of May 9, 1968 relating to the extension of customs free entry privileges for consular officers of either country stationed in the territory of the other country, and to confirm on behalf of the Government of Colombia the understanding set forth therein.

Accordingly, your note and this reply shall constitute an agreement between our two Governments which shall enter into force on today's date.

Accept, Excellency, the assurances of my highest consideration.

JOSÉ CAMACHO L

José Camacho-Lorenzana  
Chargé d'Affaires a.i.

His Excellency

DEAN RUSK,  
*Secretary of State,  
Washington, D.C.*

**MULTILATERAL  
Tarbela Development Fund**

*Agreement done at Washington May 2, 1968;  
Entered into force May 2, 1968.*

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**Tarbela  
Development Fund Agreement  
1968**

**May 2, 1968**

## Tarbela Development Fund Agreement [<sup>1</sup>]

AGREEMENT, dated this 2nd day of May, 1968, between the Governments of CANADA (Canada), FRANCE (France), ITALY (Italy), PAKISTAN (Pakistan), the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (United Kingdom), and the UNITED STATES OF AMERICA (United States), the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank), and the Bank, acting as Administrator under the Indus Basin Development Fund Agreement, 1960 (the 1960 Agreement), as amended and supplemented by the Indus Basin Development Fund (Supplemental) Agreement, 1964 (the 1964 Agreement) [<sup>2</sup>]

WHEREAS in the 1960 Agreement the Parties thereto agreed, on the terms and conditions therein set forth, to make certain contributions to the Indus Basin Development Fund;

AND WHEREAS in the 1964 Agreement the Parties to the 1960 Agreement agreed to increase their contributions to the Indus Basin Development Fund, on the terms and conditions set forth in the 1964 Agreement;

AND WHEREAS the 1964 Agreement provided, *inter alia*, that after certain costs and expenses had 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) . . .";

AND WHEREAS on the basis of the report referred to in said Section 5.01 of the 1964 Agreement, Pakistan and the Bank have agreed that the Tarbela project is justified and have further agreed that the procedures hereinafter in this Agreement set forth or provided for shall govern the disbursement of any Indus Basin Development Fund non-rupee balance;

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<sup>1</sup> The text printed herein, including signatures and the Schedule, is as certified by the Deputy Secretary of the International Bank for Reconstruction and Development.

<sup>2</sup> TIAS 4671, 5570; 12 UST 19; 15 UST 396.

AND WHEREAS certain Governments, and the Bank, Parties hereto, have agreed, upon the terms and conditions hereinafter in this Agreement set forth, to add to the amounts available to meet the costs of the Tarbela project;

AND WHEREAS the Bank has agreed to act as Administrator of the Tarbela Development Fund hereinafter provided for;

Now THEREFORE the Parties hereto hereby agree as follows:

## **ARTICLE I**

### **Establishment of the Tarbela Development Fund**

SECTION 1.01. There is hereby established the Tarbela Development Fund (the Fund), constituted by the monies which shall from time to time be transferred to it by the Bank, as Administrator of the Indus Basin Development Fund, by the Governments named in the preamble hereto, and by the Bank, together with any additions thereto and any other assets and receipts of the Fund, to be held in trust and administered by the Bank and used only for the purposes, and in accordance with the provisions, of this Agreement.

SECTION 1.02. The Fund and its assets and accounts shall be kept separate and apart from all other accounts and assets of the Bank and shall be separately designated in such appropriate manner as the Bank shall determine.

SECTION 1.03. The Bank is hereby designated as Administrator of the Fund. The Bank agrees to act in that capacity in accordance with the provisions of this Agreement.

## **ARTICLE II**

### **Contributions to the Fund**

SECTION 2.01. The Bank, as Administrator of the Indus Basin Development Fund (the Indus Fund), undertakes to transfer from the Indus Fund to the Fund the non-rupee amounts to

be disbursed, pursuant to the provisions of Sections 4.02 and 4.03 of the 1964 Agreement, to meet the non-rupee costs of the "Tarbela project" to the extent that amounts shall be available for such transfer (such amounts being hereafter sometimes called the "Indus balance").

SECTION 2.02. Each of the Governments specified below hereby undertakes, subject to such parliamentary or congressional action as may be necessary, and subject to the terms and conditions hereinafter set forth, to contribute to the Fund the amount specified opposite its name below:

Canada	Can \$	5,000,000
France	FF	150,000,000
Italy	It L	25,000,000,000
United Kingdom	£ Stg	10,000,000
United States	US \$	50,000,000

SECTION 2.03. The Bank undertakes to make a contribution of U.S. \$25,000,000 equivalent in the form of the proceeds of a loan in various non-rupee currencies to Pakistan from the Bank.

SECTION 2.04. Pakistan undertakes to pay to the Fund all such amounts of Pakistan rupees (rupees) determined by the Administrator, as will be required to meet the rupee costs of the Tarbela project, as described in the Schedule<sup>[1]</sup> to this Agreement (the Project).

SECTION 2.05. The contribution of each of the Governments named in Section 2.02 above shall be in the form of loans to Pakistan (but payable to the Fund) and made directly by the Government or by an agency or instrumentality thereof on terms and conditions, not inconsistent with this Agreement, to be agreed between Pakistan and the Government or agency or instrumentality concerned. The Bank loan shall likewise be

<sup>[1]</sup> Post, p. 4888.

upon terms and conditions, not inconsistent herewith, to be agreed between Pakistan and the Bank. It is understood and agreed that, notwithstanding the amounts specified in said Section 2.02, Canada, the United Kingdom and the United States shall not be obligated under this Agreement to contribute to the Fund any amounts in excess of actual expenditures from the Fund for the cost of goods (as defined in Section 5.01 below) required for the Project and procured in, or supplied from, their respective territories, as provided in Section 3.06 below.

**SECTION 2.06.** Contributions provided for in Sections 2.02 and 2.03 above shall be made in the respective currencies provided for therein, or in the equivalent thereof, at the time of payment to the Fund, in such other currencies as may be agreed between the contributing party and the Administrator. All currencies so provided shall be freely convertible.

**SECTION 2.07.** The undertaking to make contributions hereunder shall not constitute or imply any commitment by the Parties, other than Pakistan, to make any additional or increased contributions for the Project.

### **ARTICLE III**

#### **Provisions regarding Payment of Contributions**

**SECTION 3.01.** It is understood and agreed that the primary source of funds for the Project is the Indus balance and that the Indus balance is to be treated as the basic working capital of the Fund.

**SECTION 3.02.** The Administrator shall determine in advance the estimated amounts required to be disbursed from and paid into the Fund during each half-year period commencing April 1 and October 1, beginning with the period ending September 30, 1968.

**SECTION 3.03.** In respect of the rupee portion of such estimated disbursements, the Administrator shall, not less than

30 days before the commencement of each such semi-annual period, notify Pakistan of the amount to be contributed by it to the Fund in rupees during such period. Pakistan undertakes to make the payment specified in such notice at the time or times and in the amounts specified or provided for therein or at such other times during such period as shall be agreed upon between Pakistan and the Administrator. If additional amounts of rupees are required during such period Pakistan shall make arrangements with the Administrator to supply them.

SECTION 3.04. The Administrator shall, not less than 30 days before the commencement of each such semi-annual period, notify the Bank, as Administrator of the Indus Fund, of the estimated amount required to be transferred from the Indus Fund during such period. Such notice shall, in any event, be given in sufficient time to enable the Bank, as Administrator of the Indus Fund, to give corresponding notification to contributors to the Indus Fund. Until the aggregate of the non-rupee amounts so notified to the Bank, as such Administrator, shall amount to U.S.\$100,000,000 equivalent, such estimated amount shall be the difference obtained by subtracting from the non-rupee requirements of the Fund for such period the estimated non-rupee contributions to and receipts of the Fund during such period from other sources. Thereafter, and until the contribution of France shall have totaled FF 150,000,000 and the contribution of Italy shall have totaled It L 25,000,000,000, such estimated amount shall equal one-half of such difference. Thereafter, such estimated amounts shall again equal the entire difference until the Indus balance is exhausted. The Bank, as Administrator of the Indus Fund, undertakes to make the payments provided for in such notice, at the times and in the amounts provided in such notice to it from the Administrator, or as otherwise agreed between them, subject to the availability in the Indus Fund of funds for such purpose.

SECTION 3.05. (a) When the non-rupee amounts notified by the Administrator to be transferred from the Indus Fund shall

aggregate the equivalent of U.S.\$100,000,000, the Administrator shall notify to France and Italy the amount of their respective contributions to be paid to the Fund during each half-year period. The aggregate amount to be paid by France and Italy during each such period shall be equal to the transfers to be made during such period from the Indus Fund and shall be apportioned between them in the ratio of France 3: Italy 4. Payment of the respective amounts by each Government shall be made in the amounts and at the times specified in the Administrator's notification, or at such other times as may be agreed between the Government concerned and the Administrator.

(b) The Bank shall make payments to the Fund from the Bank loan during each half-year period in amounts which shall, after the Indus balance and the contributions of France and Italy have been exhausted, be equal to the difference obtained pursuant to Section 3.04. The Bank may, during any period, pay additional amounts from the Bank loan if requested so to do by the Administrator, and shall receive credit therefor in the next period or later periods.

**SECTION 3.06.** The contributions of Canada, the United Kingdom and the United States will be paid for semi-annual periods commencing on April 1 and October 1 of each year. The amounts to be paid by each in each such period shall be determined by the Administrator on the following basis: the Administrator shall, before the beginning of the period involved, determine the non-rupee amounts theretofore disbursed for the cost of goods (as defined in Section 5.01 below) procured for the Project after the date of this Agreement in or from the territories of each and not previously included in calculating amounts to be contributed in any preceding period. The Administrator shall, not less than 30 days before the commencement of each such semi-annual period, notify each Government concerned of such amounts, such notification to be accompanied by such evidence of such procurement and the expenditures therefor as shall have been agreed between the Government concerned and the Administrator. Payment of such amount

shall be made to the Fund at the times and in the amounts specified in the notification, or at such other times as may be agreed between the Government concerned and the Administrator. Nothing in this Section shall prevent the Administrator from agreeing with any such Party that the provision in the last sentence of Section 2.05 shall not apply to the contribution of such Party and that such contribution shall be paid in instalments, in amounts and at times agreed between such Party and the Administrator, without the furnishing by the Administrator of such evidence of procurement and expenditures.

SECTION 3.07. The Administrator may include in his estimate of the aggregate amounts required to be paid in any period pursuant to Sections 3.04 and 3.05 such sums as it shall consider necessary or desirable to establish and maintain a reasonable reserve against an excess of actual expenditures over the estimates of such expenditures.

SECTION 3.08. The Parties agree to accept the Administrator's decisions as to estimated requirements and receipts of the Fund, and of the reserve required, for the purposes of this Agreement. The Administrator and any two or more of the Parties may agree upon a change, for one or more semi-annual periods, in the amounts to be paid into the Fund by such Parties pursuant to this Article, provided that the aggregate amounts to be paid by them for such period or periods remain substantially unchanged and that appropriate compensating adjustments are made in respect of later periods.

## **ARTICLE IV**

### **Special Provisions Relating to the United States and the Bank**

SECTION 4.01. The respective contributions of the United States and the Bank are included only for the purpose of covering any excess of the non-rupee costs of the Project over the amounts available therefor from all other sources, provided, however, that the contribution of the United States shall be subject to the last sentence of Section 2.05. Consequently, if

the Administrator shall at any time or times determine that any part of those contributions will not be or would not have been required for such purpose, it shall so notify the Parties to this Agreement and shall, for all the purposes of this Agreement, reduce the nominal amounts of the respective contributions of the United States and the Bank. Such reduction shall be prorated between them and shall be accomplished by either or both of the following methods, as determined by the Administrator, in consultation with the United States and the Bank:

- (i) by reducing amounts to be contributed, or
- (ii) by prepaying from the Fund, on Pakistan's behalf, amounts owed by Pakistan in respect of previous contributions

all in such manner that the ultimate net amounts, if any, actually contributed by each and not prepaid from the Fund shall not exceed the ratio of United States 2: Bank 1. Amounts required for any such prepayment shall be treated as non-rupee costs of the Project.

## **ARTICLE V**

### **Disbursements from Fund**

SECTION 5.01. Subject to the provisions of Sections 4.01 and 8.04 of this Agreement, amounts in the Fund shall be used or disbursed by the Administrator exclusively to finance the cost of equipment, supplies, other property (but excluding any cost of acquiring land or interests in land) and services (hereinafter called "goods") required to construct the Project described in the Schedule to this Agreement (herein sometimes called the "Project"). Said description may be amended by agreement between Pakistan and the Administrator for reasons of economy or sound engineering practice. The specific items to be financed from the Fund shall from time to time be determined by agreement between Pakistan and the Administrator, and may be changed from time to time by agreement between them.

SECTION 5.02. Except as shall be otherwise agreed between Pakistan and the Administrator, no disbursement shall be made on account of: (i) expenditures prior to the date of this Agreement, or (ii) expenditures in the territories of any country which is not a member of the Bank (except Switzerland) or for goods produced in, or services supplied from, such territories.

SECTION 5.03. Disbursements from the Fund shall be in such currencies as the Administrator shall elect: Provided that disbursements on account of expenditures in rupees or for goods produced in, or services supplied from, Pakistan shall be in rupees, except as the Administrator may otherwise agree.

## ARTICLE VI

### **Applications for Disbursement**

SECTION 6.01. When Pakistan shall desire to receive any disbursement from the Fund, Pakistan shall deliver to the Administrator a written application in such form, and containing such statements, agreements and documentation as the Administrator shall reasonably request in accordance with the Bank's usual procedures, and as may be necessary or desirable to enable the Administrator to furnish the information and evidence required for the purposes of Section 3.06 and to furnish the information and make the reports provided for in Section 8.01.

SECTION 6.02. Pakistan shall furnish to the Administrator such documents and other evidence in support of each such application as the Administrator shall reasonably request whether before or after the Administrator shall have permitted any withdrawal requested in the application.

SECTION 6.03. Each application and the accompanying documents must be sufficient in form and substance to satisfy the Administrator that Pakistan is entitled to receive from the Fund the amount applied for, that the amount to be disbursed by the Fund is to be used only for the purposes specified in this

Agreement, that the goods on account of which disbursement is requested are suitable for the Project, and that the cost thereof is not unreasonable.

## ARTICLE VII

### Undertakings of Pakistan

SECTION 7.01 (a) Pakistan shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering and financial practices, and shall accord appropriate priority, satisfactory to the Administrator, to the Project.

(b) Subject to the provisions of Section 5.02, all goods required for the Project shall be procured on the basis of international competition under arrangements satisfactory to the Administrator, except as the Administrator shall otherwise agree on grounds of appropriateness, efficiency, expedition or economy.

(c) Pakistan shall, at its own expense and promptly as needed: (i) obtain and make available all land and interests in land required for the carrying out or operation of the Project and (ii) make all necessary arrangements for the evacuation of persons living in the Project area.

(d) Pakistan shall with due diligence and efficiency make suitable arrangements, satisfactory to the Administrator, for the procurement of the generating units and associated mechanical and electrical equipment referred to in the Schedule to this Agreement and shall cause delivery thereof to be made at such time or times as shall permit, and shall not impede, the prompt and efficient carrying out of the Project.

SECTION 7.02. Pakistan shall cause goods financed out of monies disbursed by the Fund to be used exclusively in the carrying out of the Project, except as the Administrator may otherwise agree in respect of goods no longer required for the Project.

SECTION 7.03. (a) Pakistan shall cause to be furnished to the Administrator, promptly upon their preparation, the plans and specifications, cost estimates and construction schedules for the Project, and any material modifications subsequently made therein, in such detail as the Administrator shall from time to time request.

(b) Pakistan shall maintain or cause to be maintained records adequate to identify the goods financed out of monies disbursed by the Fund, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of the agency or agencies of Pakistan responsible for the construction of the Project or any part thereof; shall enable the Administrator's representatives to inspect the Project, the goods used or acquired for the Project, and any relevant records and documents; and shall furnish to the Administrator all such information as the Administrator shall reasonably request concerning the expenditure of the monies disbursed by the Fund, the Project, and the operations and financial condition of the agency or agencies of Pakistan responsible for the construction of the Project or any part thereof.

SECTION 7.04. (a) Pakistan and the Administrator shall cooperate fully to assure that the purposes of this Agreement will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Project.

(b) Pakistan and the Administrator shall from time to time exchange views through their representatives with regard to matters relating to the purposes of this Agreement. Pakistan shall promptly inform the Administrator of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of this Agreement.

SECTION 7.05. Without detracting from the obligations assumed under this Agreement by the Central Government of

Pakistan, Pakistan may, from time to time, designate a government agency or agencies to carry out on behalf of the Central Government such duties incidental to the implementation of this Agreement as the Central Government may deem appropriate.

## **ARTICLE VIII**

### **The Administrator**

**SECTION 8.01.** The Administrator shall, within 30 days after the 31st December 1968 and after each 30th June and 31st December thereafter, send to each Party to this Agreement and to each other Party to the 1960 Agreement a report containing appropriate information with respect to the receipts and disbursements of, and balances in, the Indus Basin Development Fund and the Fund, the progress of the Project, and other matters relating to the Fund, the Project and this Agreement. Within a reasonable period after the termination of this Agreement as provided in Section 9.03 the Administrator shall submit to each of the Parties a report which shall include: (i) a full and final accounting and (ii) detailed information regarding any reductions which have been made in the United States and Bank contributions as provided in Section 4.01. The Administrator will consult with the respective Parties from time to time concerning the form and substance of such reports.

**SECTION 8.02.** The Administrator may, but shall not be required to, deposit and invest monies held by the Fund pending disbursement in such manner as it shall deem appropriate, on the understanding that the Administrator will take all reasonable steps under Article III of this Agreement to avoid building up balances in the Fund in excess of the amounts necessary, in the Administrator's opinion, to enable disbursements for the Project to be made as required. The income from such deposits and investments shall become part of the assets of the Fund and shall be taken into account in estimates of receipts of the Fund.

SECTION 8.03. Whenever it shall be necessary for the purposes of this Agreement to value one currency in terms of another currency, such value shall be as reasonably determined by the Administrator in accordance with the Bank's usual procedures.

SECTION 8.04. The Administrator shall receive no compensation other than for expenses incurred solely because of services rendered under this Agreement, for which it shall be entitled to reimburse itself out of the Fund.

SECTION 8.05. The Bank, in acting as Administrator, shall exercise the same care in the administration and management of the Fund and in the discharge of its other functions under this Agreement as it exercises in respect of the administration and management of its own affairs.

## ARTICLE IX

### Consultation and Termination

SECTION 9.01. The following are hereby specified as Events for the purposes of this Article IX:

- (a) an extraordinary situation shall have arisen, which shall make it improbable that Pakistan will be able to complete the Project;
- (b) at any time amounts likely to be available for the Project shall not be sufficient to complete the Project;
- (c) a default shall have occurred in the performance of any undertaking on the part of Pakistan under this Agreement.

SECTION 9.02. (a) If any of the Events specified in Section 9.01 shall have happened and in the judgment of the Administrator shall be likely to continue, the Administrator shall promptly notify the other Parties hereto and, in the case of an Event specified in Section 9.01(c), may by notice to Pakistan suspend disbursements from the Fund.

(b) The Parties hereto shall forthwith consult with one another concerning the measures to be taken to correct the Event or Events. A majority of the contributing Parties, other than Pakistan, whose contributions also constitute more than half of the aggregate non-rupee contributions to the Fund of all such contributing Parties, shall have the power to decide that any suspension imposed by the Administrator pursuant to sub-section (a) of this Section 9.02 shall be removed. The Administrator shall act in accordance with such decision; pending such decision the suspension shall continue.

(c) If any such Event shall continue and a similar majority of such contributing Parties shall decide that it is not likely to be corrected and that the purposes of this Agreement are not likely to be substantially fulfilled, the obligations of the Parties to make contributions to the Fund and the obligations of the Administrator under this Agreement shall cease and this Agreement shall terminate.

(d) For the purposes of sub-sections (b) and (c) of this Section 9.02, such contributing Parties shall be deemed to include Australia and New Zealand, but shall not include the Bank, as Administrator of the Indus Basin Development Fund. In determining non-rupee contributions to the Fund each of such contributing Parties shall be deemed to have contributed to the Fund, in addition to any contributions by it to the Fund hereunder, such proportion of the Indus balance transferred to the Fund as its contributions to the Indus Fund bore to the total non-rupee contributions to that Fund.

**SECTION 9.03.** Subject to the provisions of Sections 9.04 and 9.05, this Agreement, unless sooner terminated pursuant to Section 9.02(c), shall terminate upon completion of the Project or upon disbursement from the Fund of all amounts due to be disbursed from it for the Project, if that happens earlier.

**SECTION 9.04.** If at termination of this Agreement pursuant to Section 9.03 there shall remain in, or payable to, the Fund any non-rupee amounts not required to meet the cost of goods

or for reduction of the United States and Bank contributions pursuant to Section 4.01, the Parties shall consult concerning their disposition, and if they shall not agree, such amounts shall, to the extent they shall not have been paid to the Fund, be cancelled, and, to the extent they shall have been paid to the Fund, be prepaid, from the Fund on Pakistan's behalf, to the contributing Parties (other than Pakistan, the United States and the Bank) in the proportion of their total respective payments of contributions to the Fund hereunder. The Administrator shall, after consultation with those contributing Parties and Pakistan, determine the amounts, times, methods and currencies of payment. For the purposes of this Section 9.04 any unpaid portion of the Indus balance shall be treated as assets remaining in or payable to the Fund and shall be called for payment by the Administrator. Any rupees remaining in or payable to the Fund and not required to meet the rupee cost of goods shall be paid to Pakistan.

**SECTION 9.05.** Notwithstanding any termination of this Agreement it shall remain in effect for the purposes of disposition by the Administrator of assets of the Fund.

## **ARTICLE X**

### **Settlement of Disputes**

**SECTION 10.01.** Any dispute between any of the Parties hereto concerning the interpretation or application of this Agreement, or of any supplementary arrangement or agreement, which cannot be resolved by agreement of such Parties, shall be submitted for final decision to an arbitrator selected by such Parties, or, failing such selection, to an arbitrator appointed by the Secretary General of the United Nations.

## **ARTICLE XI**

### **Additional Parties and Contributions**

**SECTION 11.01.** Any member of the Bank, not a Party to this Agreement, or Switzerland, may, with the prior approval of

Pakistan and the Administrator and in accordance with such arrangements as they shall agree, become a contributing Party upon deposit with the Bank of an instrument stating that it accepts all the provisions hereof and agrees to be bound thereby.

SECTION 11.02. The Administrator may receive on behalf of the Fund from any Government, institution or entity, whether or not a Party, amounts not provided for herein to be held and used as part of the Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Administrator may approve.

## **ARTICLE XII**

### **Purpose of Fund**

SECTION 12.01. The Parties to this Agreement understand and agree that the assets of the Fund are governmental and intergovernmental assets devoted exclusively to financing the construction of the Project and that the acquisition by any person of any interest of any kind or nature in the Fund, except as provided herein, would be inconsistent with the purposes and intent of this Agreement and that, for the proper implementation of this Agreement, no payment shall be made in any circumstances whatever from the Fund to any person without the unconditional and unrestrained approval of the Administrator.

## **ARTICLE XIII**

### **Notices, Requests and Reports**

SECTION 13.01. Any notice, request or report required or permitted to be given or made under this Agreement shall be in writing. Such notice, request or report, shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or radiogram to the Party to which it is required or permitted to be given or made at such Party's address specified in Section 13.02 or at such other address as such Party shall have designated by notice to the Party giving such notice or report or making such request.

SECTION 13.02. The following addresses are specified for the purposes of Section 13.01:

For the Government of Canada:

Director General  
External Aid Office  
75 Albert Street  
Ottawa 4, Ontario  
Canada

Cable address:

Extaid  
Ottawa

For the Government of France:

Direction du Trésor  
Ministère de l'Economie et des Finances  
93, rue de Rivoli  
Paris I  
France

Cable address:

Trésor  
Paris

For the Government of Italy:

Chief, Aid Office  
Office of Economic Affairs  
Ministry of Foreign Affairs  
Rome  
Italy

Cable address:

Ministry of Foreign Affairs  
Rome

**For the Government of Pakistan:**

Secretary to the Government of Pakistan  
Ministry of Industries and Natural Resources  
Natural Resources Division  
Islamabad  
Pakistan

**Cable address:**

Natural  
Islamabad, Pakistan

**For the Government of the United Kingdom:**

Ministry of Overseas Development  
Eland House  
Stag Place  
London SW1  
England

**Cable address:**

Ministrant  
London

**For the Government of the United States:**

Bureau for Near East and South Asia  
Agency for International Development  
Department of State  
Washington, D.C. 20523  
United States of America

**Cable address:**

A.I.D. Department of State  
Washington, D.C.

and

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Room 1137  
Washington, D.C. 20571  
United States of America

Cable address:

Eximbank  
Washington, D.C.

For the International Bank for Reconstruction  
and Development, also as Administrator  
of the Indus Basin Development Fund:

International Bank for  
Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:

Intbafrad  
Washington, D.C.

#### **ARTICLE XIV**

##### **Signature and Entry into Force**

SECTION 14.01. This Agreement shall remain open for signature and acceptance on behalf of all the Parties named in the preamble to this Agreement until April 30, 1968, or such later date as may be fixed by the Bank by notice to the other said Parties.

SECTION 14.02. This Agreement shall enter into force<sup>[1]</sup> and become binding on all the Parties named in the preamble to this Agreement on the date when each of them shall have signed it without reservation as to acceptance or shall have signed it subject to acceptance and notified the Bank of their acceptance. The Bank shall promptly after such date notify each of the other Parties.

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<sup>[1]</sup> May 2, 1968.

SECTION 14.03. All contributions made, and all actions of, or approved by, the Bank as prospective Administrator, on or after the date of this Agreement and before the date when this Agreement shall enter into force, as aforesaid, shall be deemed to have been made or done pursuant to this Agreement, and credits and charges to the Fund and to the Parties shall be upon that basis.

## **ARTICLE XV**

### **Title**

SECTION 15.01. This Agreement may be cited as the "Tarbela Development Fund Agreement, 1968".

DONE at Washington, D. C., this 2nd day of May, 1968, in a single original to be deposited in the archives of the International Bank for Reconstruction and Development, which shall communicate certified copies thereof to each of the Parties signatory to this Agreement.

**FOR THE GOVERNMENT OF CANADA:**

/s/ P. M. TOWE

**FOR THE GOVERNMENT OF FRANCE:**

/s/ CHARLES LUCET

**FOR THE GOVERNMENT OF ITALY:**

/s/ EGIDIO ORTONA

FOR THE GOVERNMENT OF PAKISTAN:

/s/ A. HILALY

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

/s/ E. W. MAUDE

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

/s/ MAURICE J. WILLIAMS

FOR THE INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT:

/s/ ROBERT S. McNAMARA

FOR THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AS ADMINISTRATOR OF THE INDUS BASIN DEVELOPMENT FUND:

/s/ ROBERT S. McNAMARA

**Schedule****Description of Project**

The Project is an earth and rockfill embankment dam on the River Indus about 6 miles downstream from Tarbela Village. It is designed to provide an initial gross storage capacity to normal operating level of about 11.1 million acre feet. The Project includes a powerhouse structure to accommodate 4 generating units of about 175 megawatts each, and the transport and installation of those units with associated mechanical and electrical equipment, but does not include the procurement or cost of the units or the equipment.

## MONTserrat

### Peace Corps

*Agreement effected by exchange of notes*

*Signed at Bridgetown and Montserrat April 3 and May 16, 1968;  
Entered into force May 16, 1968.*

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*The United States Consul General to the Administrator  
of Montserrat*

No. 56

APRIL 3, 1968

YOUR HONOR:

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 Montserrat.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Montserrat and approved by the Government of the United States to perform mutually agreed tasks in Montserrat. The Volunteers will work under the immediate supervision of governmental or private organizations in Montserrat designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Montserrat will bear such share of the costs of the Peace Corps program incurred in Montserrat as our two governments may agree should be contributed by it.

2. The Government of Montserrat 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 Montserrat; 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 Montserrat will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Montserrat, from all customs duties or other charges on their personal property introduced into Montserrat for their own use at or about the time of their arrival,

and from all other taxes or other charges (including immigration fees) except license fees and taxes 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 should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Montserrat will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Montserrat 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 Montserrat will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Montserrat. The Government of Montserrat will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Montserrat, 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 Montserrat 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 Montserrat for their own use as is accorded personnel of comparable rank or grade of the American Mission at Bridgetown, Barbados. The Government of Montserrat will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Montserrat for their own use as is accorded Volunteers hereunder.

5. The Government of Montserrat will exempt from investment and deposit requirements and currency controls all funds introduced into Montserrat for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Montserrat at the highest rate which is not unlawful in Montserrat.

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 Montserrat 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, Your Honor, the renewed assurances of my highest consideration.

CHARLES P. TORREY

The Honorable DENNIS R. GIBBS  
*Administrator*  
*Government House*  
*Montserrat, W.I.*

*The Administrator of Montserrat to the United States  
Consul General*

LEEWARD ISLANDS  
MONTserrat  
No. M.28/239

ADMINISTRATOR'S OFFICE,  
MONTserrat.  
*16th May, 1968*

SIR,

I have the honour to refer to your despatch No. 56 dated 3rd April, 1968 which sets out a formal Agreement between our Governments on Peace Corps activities in Montserrat.

2. I am to say that this Note of Agreement is acceptable to this Government and should constitute an agreement between our two Governments until further written notification is received in accordance with the terms of the Agreement.

I have the honour to be, Sir, Your obedient Servant,

D. R. GIBBS  
(D. R. Gibbs)  
*Administrator.*

THE UNITED STATES CONSUL GENERAL,  
*Embassy of the United States of America,*  
*Bridgetown, Barbados.*

**GUYANA**  
**Alien Amateur Radio Operators**

*Agreement effected by exchange of notes  
Signed at Georgetown May 6 and 13, 1968;  
Entered into force May 13, 1968.*

*Minister of State of Guyana to the American Ambassador*

ER.

Cable Address :  
EXTERNAL GUYANA.

MINISTRY OF EXTERNAL AFFAIRS,  
CARMICHAEL STREET,  
GEORGETOWN,  
GUYANA.

EA :1/88

*May 6, 1968.*

EXCELLENCY,

I have the honour to refer to conversations between representatives of the Government of Guyana and representatives of the Government of the United States of America, relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorisations or licences to permit licensed amateur radio operators of either country to operate stations in the other country in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959. [<sup>1</sup>]

2. It is proposed that an agreement with respect to this matter be concluded as follows:

- (a) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to conditions stated below, to operate such station in the territory of such other Government;
- (b) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate a station as provided for in sub-paragraph 2(a) of this Note, obtain from the appropriate administrative agency

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<sup>1</sup> TIAS 4893 ; 12 UST 2633.

of the other Government an authorisation or a licence for that purpose;

- (c) The appropriate administrative agency of each Government may issue an authorisation or a licence, as prescribed in sub-paragraph 2(b) of this Note, under such conditions and terms as it may prescribe, including the condition that a certain standard of proficiency for an amateur radio operator has been reached by the individual concerned and the right of cancellation by the issuing Government at any time.

3. If the above proposals are acceptable to the Government of the United States of America, I have the honour to suggest that this Note and Your Excellency's reply to that effect shall be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on the date of Your Excellency's reply, and shall be subject to termination by either Government giving six months' written notice to the other.

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

S. S. RAMPHAL

(S. S. Ramphal)  
Minister of State.

His Excellency DELMAR R. CARLSON,  
*Ambassador of the United States of America,*  
*United States Embassy,*  
*31 Main Street,*  
*Georgetown.*

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*The American Ambassador to the Minister of State of Guyana*

No. 86

GEORGETOWN, May 13, 1968

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's Note No. EA:1/88 of May 6, 1968 on the subject of reciprocal licensing of amateur radio operators of our two countries and to inform Your Excellency that the proposals made in subject Note are acceptable to the Government of the United States of America.

Further, the Government of the United States concurs in the proposal contained in Your Excellency's Note that that Note and this reply shall constitute an Agreement between our two governments in this matter, which shall enter into force on the date of this Note and shall be subject to termination by either Government giving six months' notice, in writing, to the other.

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

DELMAR R. CARLSON

His Excellency  
S. S. RAMPHAL,  
*Minister of State,*  
*Georgetown.*

## JAPAN

### **Nanpo Shotō and Other Islands: Relinquishment to Japan of Rights Under Article III of Treaty of Peace**

*Agreement signed at Tokyo April 5, 1968;  
Entered into force June 26, 1968.  
With Japanese note.*

AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND JAPAN CONCERNING NANPO SHOTO  
AND OTHER ISLANDS

WHEREAS the President of the United States of America and the Prime Minister of Japan reviewed together on November 14 and 15, 1967 the status of Nanpo Shoto and other islands, and agreed that the Governments of the United States of America and Japan should enter immediately into consultations regarding the specific arrangements for accomplishing the early restoration of these islands to Japan without detriment to the security of the area; and

WHEREAS the United States of America desires, with respect to Nanpo Shoto and other islands, to relinquish in favor of Japan all rights and interests under Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951:[<sup>1</sup>] and

WHEREAS Japan is willing to assume full responsibility and authority for the exercise of all powers of administration, legislation and jurisdiction over the territory and inhabitants of Nanpo Shoto and other islands;

THEREFORE, the Government of the United States of America and the Government of Japan have determined to conclude this Agreement, and have accordingly appointed their respective representatives for this purpose, who have agreed as follows:

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<sup>1</sup> TIAS 2490; 3 UST 3172.

### Article I

1. With respect to Nanpo Shotō and other islands, as defined in paragraph 2 below, the United States of America relinquishes in favor of Japan all rights and interests under Article 3 of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951, effective as of the date of entry into force of this Agreement. Japan, as of such date, assumes full responsibility and authority for the exercise of all and any powers of administration, legislation and jurisdiction over the territory and inhabitants of the said islands.

2. For the purpose of this Agreement, the term "Nanpo Shotō and other islands" means Nanpo Shotō south of Sofu Gan (including the Bonin Islands, Rosario Island and the Volcano Islands) and Parece Vela and Marcus Island, including their territorial waters.

### Article II

It is confirmed that treaties, conventions and other agreements concluded between the United States of America and Japan, including, but without limitation, the Treaty of Mutual Cooperation and Security between the United States of America and Japan signed at Washington on January 19, 1960<sup>[1]</sup> and the agreements related thereto and the Treaty of Friendship, Commerce and Navigation between the United

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<sup>[1]</sup> TIAS 4509; 11 UST 1632.

States of America and Japan signed at Tokyo on April 2, 1953, [¹] become applicable to Nanpo Shoto and other islands as of the date of entry into force of this Agreement.

### Article III

1. The communications sites (LORAN stations) in Iwo Jima and Marcus Island presently utilized by the United States armed forces will be used by them in accordance with the procedures set forth in the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan, signed at Washington on January 19, 1960. [²] However, in the event that, due to unavoidable delays, it is not possible to comply with the above procedures by the date of entry into force of this Agreement, Japan grants to the United States of America the continued use of those particular sites, pending the completion of the said procedures.

2. The installations and sites in Nanpo Shoto and other islands which are presently utilized by the United States armed forces, except for those mentioned in paragraph 1 above, will be transferred to Japan upon entry into force of this Agreement. However, in the event that, due to unavoidable delays, it is not possible to complete the said transfer by the date of entry into force of this Agreement, Japan grants to the United

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<sup>¹</sup> TIAS 2863; 4 UST 2063.

<sup>²</sup> TIAS 4510; 11 UST 1652.

States of America the continued use of those installations and sites, pending the completion of the said transfer.

3. The use of the installations and sites which may be made by the United States armed forces under paragraphs 1 and 2 above until such time as the necessary procedures or the transfers are completed shall be governed by the arrangements made pursuant to the Treaty of Mutual Cooperation and Security between the United States of America and Japan, signed at Washington on January 19, 1960.

#### Article IV

The weather station in Marcus Island now being operated by the United States Weather Bureau will be transferred to the Government of Japan upon entry into force of this Agreement. In the event of unavoidable delays in the said transfer, it is agreed that the present operation of the weather station will be continued until the completion of the transfer.

#### Article V

1. Japan waives all claims of Japan and its nationals against the United States of America and its nationals and against the local authorities of Nanpo Shotō and other islands, arising from the presence, operations or actions of forces or authorities of the United States of America in these islands, or from the presence, operations or actions of forces or

authorities of the United States of America having had any effect upon these islands, prior to the date of entry into force of this Agreement. The foregoing waiver does not, however, include claims of Japanese nationals specifically recognized in the laws of the United States of America or the local laws of these islands applicable during the period of United States administration of these islands.

2. Japan recognizes the validity of all acts and omissions done during the period of United States administration of Nanpo Shoto and other islands under or in consequence of directives of the United States or local authorities, or authorized by existing law during that period, and will take no action subjecting United States nationals or the residents of these islands to civil or criminal liability arising out of such acts or omissions.

3. It is confirmed that during the period of United States administration of Nanpo Shoto and other islands, the United States or local authorities have not taken any official action to transfer title to the property rights and ownership interests in these islands belonging to Japan and its nationals who during that period have been unable to enjoy the use, benefit or exercise of such property rights or interests due to measures taken by the United States of America.

## Article VI

This Agreement shall enter into force<sup>[1]</sup> thirty days after the date of receipt by the Government of the United States of America of a note from the Government of Japan stating that Japan has approved the Agreement in accordance with its legal procedures.

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

DONE at Tokyo, this fifth day of April, 1968, in duplicate in the English and Japanese languages, both equally authentic.

For the United States of America:

*U. Alexis Johnson* [<sup>2</sup>]

For Japan:

*Takeo Miki* [<sup>3</sup>]

[SEAL]

[SEAL]

<sup>1</sup> June 26, 1968

<sup>2</sup> U. Alexis Johnson

<sup>3</sup> Takeo Miki

日本国のために

三木、幸夫

アメリカ合衆国のために

R. Alexey Phanow

この協定は、日本国がその国内法上の手続に従つてこの協定を承認した旨の通知をアメリカ合衆国政府が日本国政府から受領した日の後三十日目の日に効力を生ずる。

以上の証拠として、下名は、各自の政府から正当な委任を受け、この協定に署名した。

千九百六十八年四月五日に東京で、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。

## 3

若しくはその結果として行なわれ、又は当時の法令によつて許可されたすべての作為又は不作為の効力を承認し、合衆国国民又はこれらの諸島の居住者をこれらの作為又は不作為から生ずる民事又は刑事の責任に問ういかなる行動も執らないものとする。

合衆国の当局又は現地当局は、南方諸島及びその他の諸島の合衆国による施政の期間中、これらの諸島における財産権及び所有利益で、日本国及び前記の期間中にアメリカ合衆国が執つた措置により当該財産権又は利益の使用、収益又は行使を不可能にされた日本国民に属するものの権原を移転するようないかなる公的な行動も執らなかつたことが確認される。

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日本国は、この協定の効力発生の日前に南方諸島及びその他の諸島におけるアメリカ合衆国の軍隊若しくは当局の存在、職務遂行若しくは行動又はこれらの諸島に影響を及ぼしたアメリカ合衆国の軍隊若しくは当局の存在、職務遂行若しくは行動から生じたアメリカ合衆国及びその国民並びにこれらの諸島の現地当局に対する日本国及びその国民のすべての請求権を放棄する。ただし、前記の放棄には、これらの諸島の合衆国による施政の期間中に適用されたアメリカ合衆国の法令又はこれらの諸島の現地法令により特に認められる日本国民の請求権の放棄を含まない。

日本国は、南方諸島及びその他の諸島の合衆国による施政の期間中に合衆国の当局若しくは現地当局の指令に基づいて

百六十年一月十九日にワシントンで署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約に従つて行なわれた取極により規律されるものとする。

#### 第四条

合衆国気象局が現に運営している南鳥島の測候所は、この協定の効力発生の日に日本国政府に引き渡される。この引渡しについて避けがたい遅延がある場合には、引渡しが完了するまでの間、測候所の現状どおりの運営が継続されることが合意される。

#### 第五条

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のためこの協定の効力発生の日までに前記の手続によることができない場合には、日本国は、アメリカ合衆国に対し、その手続が完了するまでの間、これらの特定の用地を引き続き使用することを許すものとする。

合衆国軍隊が現に利用している南方諸島及びその他の諸島における設備及び用地は、<sup>1</sup>に掲げるものを除くほか、この協定の効力発生の日に日本国に引き渡される。もつとも、避けがたい遅延のためこの協定の効力発生の日までに前記の引渡しを完了することができない場合には、日本国は、アメリカ合衆国に対し、その引渡しが完了するまでの間、これらの設備及び用地を引き続き使用することを許すものとする。

必要な手続又は引渡しが完了するまでの間合衆国軍隊が<sup>1</sup>及び<sup>2</sup>の規定に基づいて行なう設備及び用地の使用は、千九

これに関連する取極並びに千九百五十三年四月二日に東京で署名されたアメリカ合衆国と日本国との間の友好通商航海条約を含むが、これらに限られない。」は、この協定の効力発生の日から南方諸島及びその他の諸島に適用されることが確認される。

### 第三条

1 合衆国軍隊が現に利用している硫黄島及び南鳥島における通信施設用地（ロラン局）は、千九百六十年一月十九日にワシントンで署名されたアメリカ合衆国と日本国との間の相互協力及び安全保障条約第六条に基づく施設及び区域並びに日本国における合衆国軍隊の地位に関する協定に定める手続に従つて、合衆国軍隊が使用する。もつとも、避けがたい遅延

ために放棄する。日本国は、前記の日に、これらの諸島の領域及び住民に対する行政、立法及び司法上のすべての権力を行使するための完全な権能及び責任を引き受ける。

2 この協定の適用上、「南方諸島及びその他の諸島」とは、孀婦岩の南の南方諸島（小笠原群島、西之島及び火山列島を含む。）並びに沖の鳥島及び南鳥島をいい、これらの諸島の領水を含む。

## 第二条

アメリカ合衆国と日本国との間に締結された条約及びその他  
の協定（一千九百六十年一月十九日にワシントンで署名されたア  
メリカ合衆国と日本国との間の相互協力及び安全保障条約及び

日本国は、南方諸島及びその他の諸島の領域及び住民に対する行政、立法及び司法上のすべての権力を行使するための完全な権能及び責任を引き受けることを望むので、

よつて、アメリカ合衆国政府及び日本国政府は、この協定を締結することに決定し、このためそれぞれの代表者を任命した。これらの代表者は、次のとおり協定した。

## 第一条

1 アメリカ合衆国は、2に定義する南方諸島及びその他の諸島に關し、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の規定に基づくすべての権利及び利益を、この協定の効力発生の日から日本国の

南方諸島及びその他の諸島に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国大統領と日本国総理大臣は、千九百六十七年十一月十四日及び十五日に南方諸島及びその他の諸島の地位について検討し、これらの諸島の日本国への早期復帰をこの地域の安全をそこなうことなく達成するための具体的な取極に關してアメリカ合衆国政府及び日本国政府が直ちに協議に入ることに合意したので、

アメリカ合衆国は、南方諸島及びその他の諸島に関し、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の規定に基づくすべての権利及び利益を日本国のために放棄することを希望するので、また、

を願い、かつ、両国勇士の勇敢と献身を記念するものとしてこの地に長く残ることを念願するものであります。

よつて、本大臣は、合衆国に対し、合衆国海兵隊員のための記念碑が摺鉢山に存置され、合衆国の関係者がこれに立ち入ることができるようになることが日本国政府の意図であることを閣下にお伝えします。

昭和四十三年四月五日

敬具

日本国外務大臣

三太吉太

日本國駐在アメリカ合衆國特命全權大使

U・アレクシス・ジョンソン閣下

*The Minister for Foreign Affairs of Japan to the  
American Ambassador*

拝啓

日本国との平和条約第三条の規定に基づいて合衆国政府が行使してきた小笠原群島及びその他の諸島の施政権が、日本国に返還されることになつたことは、本大臣の深く満足するところであります。このたび返還される諸島のうち、硫黄島は、太平洋戦争の過程において、最も激しい戦闘の一つが行なわれた地であります。

この硫黄島の摺鉢山の頂上には、勇敢に戦つた合衆国海兵隊員のための記念碑があります。合衆国側がこの記念碑を長く残したい気持は、よく理解されるところであります。しかし、この戦場は、わが日本の兵士も同様に勇敢に戦つた戦場であります。したがつて、今回硫黄島の返還を機として、日本の兵士のための記念碑も建てられ、この二つの記念碑が両国永遠の平和

*Translation*

Tokyo, April 5, 1968

Dear Mr. Ambassador,

The return to Japan of the administration over the Bonin and other islands which the United States Government has exercised under the terms of Article 3 of the Treaty of Peace with Japan has filled me with great satisfaction. Amongst the islands that are being returned, one of the hardest battles was fought on the island of Iwo-jima in the course of the Pacific War.

There is a memorial on top of Suribachi-yama dedicated to the United States Marines who fought with great valor. I understand well the American desire to long preserve this memorial. At the same time this battlefield is one where our Japanese soldiers fought also with great courage. Thus, it is my hope, on the occasion of the return of Iwo-jima, that there will be erected a memorial in memory of the Japanese soldiers, and that these two memorials will long remain on this spot as a prayer for eternal peace between the two nations, and as a reminder of the valor and dedication of the brave men on both sides.

Therefore I wish to inform you that it is the intention of my Government to assure the United States that the memorial dedicated to the United States Marines will be preserved on Suribachi-yama and that United States personnel may have access thereto.

Yours sincerely,

Takeo Miki  
Minister for Foreign Affairs  
of Japan

His Excellency  
U. Alexis Johnson  
Ambassador Extraordinary and  
Plenipotentiary of  
the United States of America  
to Japan

**PAKISTAN**  
**Agricultural Commodities**

*Agreement signed at Islamabad May 16, 1968;  
Entered into force May 16, 1968.*

**THIRD SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of Pakistan, as a third supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on May 11, 1967<sup>[1]</sup> (hereinafter referred to as the May Agreement), have agreed to the sales of commodities specified below. The third supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the May Agreement, together with the Convertible Local Currency Credit Annex of the August 3, 1967 Agreement<sup>[2]</sup> and the following Part II:

**PART II - PARTICULAR PROVISIONS**

**ITEM I. Commodity Table**

<u>Commodity</u>	<u>Supply Period United States Fiscal Year</u>	<u>Approximate Maximum Quantity (metric tons)</u>	<u>Maximum Export Market Value (Millions)</u>
A. Convertible Local Currency Credit			
Wheat/Wheat Flour	FY 1968/69	80,000	\$ 4.9
Ocean transportation (estimated)			\$ 1.5
		Subtotal:	\$ 6.4
B. Local Currency Terms			
Wheat/Wheat Flour	FY 1968/69	320,000	\$19.7
		Subtotal:	\$19.7
		Total:	\$26.1

<sup>1</sup> TIAS 6258; 18 UST 512.

<sup>2</sup> TIAS 6320; 18 UST 1757.

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

1. Initial Payment – None
2. Number of Installment Payments – 31
3. Amount of each Installment Payment – Approximately equal annual amounts
4. Due Date of First Installment Payment – 10 years after the date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 2½ percent

**B. Local Currency Terms**

1. Initial Payment in Dollars – None
2. Proportions of Local Currency Indicated for Specified purposes
  - a. United States expenditures – 12 percent, of which not more than \$1,442,000 shall be sold under Section 104(j) of the Act,[<sup>1</sup>] but the total available for United States expenditures shall be not less than the amount convertible under 3 below plus the amount sold under Section 104(j);
  - b. Section 104(e) – 7 percent;
  - c. Section 104(f) loans – 36 percent;
  - d. Section 104(f) grants – 25 percent, subject to reduction as may be necessary to provide the local currencies required for United States expenditures under (a) above. These funds are for financing Rural Works projects in Pakistan, but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for the self-help measures described in Item V below, including those measures described in Item V of Part II of the May 11, August 3 and December 26, 1967 Agreements. If no agreement is reached on the use of the local currency available for Section 104(f) grants within three years from the date of this Agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act any of this local currency on which such agreement has not been reached.
  - e. Section 104(h) – 20 percent on a grant basis.

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<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

3. Convertibility

- a. Section 104(b)(1) - \$394,000
- b. Section 104(b)(2) - \$394,000
- c. \$1,442,000 less the amount sold under Section 104(j).

III. Usual Marketing Table

<u>Commodity</u>	<u>Import Period United States Fiscal Year</u>	<u>Usual Marketing Requirement (Metric Tons)</u>
Wheat/Wheat Flour	1968	200,000

ITEM IV. Export Limitations

A. Export Limitation Period

With respect to each commodity financed under this agreement, the Export Limitation Period for the same or like commodity shall be for United States Fiscal Year 1968 or any subsequent United States Fiscal Year during which the said commodity financed under this agreement is being imported or utilized whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are:

Food Grains: including wheat and rice (except for superior grades known as Basmati, Permal and Begmi) and products thereof.

ITEM V. Self-Help Measures

The Government of Pakistan continues to accord high priority to the self-help measures contained in the Agreements of May 11, August 3 and December 26, 1967.<sup>[1]</sup> In addition the Government of Pakistan is undertaking to:

A) Reevaluate its program for the maintenance of foodgrain storage facilities and take appropriate steps prior to June 30, 1968 to ensure the availability of clean, weather-protected and reasonably rodent-proof facilities adequate to store 850,000 metric tons of foodgrains in East and West Pakistan.

B) Maintain incentive prices and insure that buffer stocks accumulated as a result of grain purchased under this agreement will not have the effect of depressing prices received by producers below incentive levels needed to encourage use of fertilizers, pesticides and other modern inputs.

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<sup>[1]</sup> TIAS 6422; 18 UST 3275.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions

In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which Pakistan rupees may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE at Islamabad, in duplicate, this 16th day of May, 1968.

GOVERNMENT OF PAKISTAN

By: I A KHAN

[SEAL]

Name: I. A. Khan

Title: *Secretary, Economic Affairs  
Division*

UNITED STATES OF AMERICA

By: B. H. OEHLMER JR.

[SEAL]

Name: Benjamin H. Oehlert, Jr.

Title: *U. S. Ambassador to Pakistan*

## JAPAN

### Mutual Defense Assistance: Cash Contribution by Japan

*Arrangement relating to the agreement of March 8, 1954.*

*Effectuated by exchange of notes*

*Signed at Tokyo May 24, 1968;*

*Entered into force May 24, 1968.*

て敬意を表します。

昭和四十三年五月二十四日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使

U・アレクシス・ジョンソン閣下

よつて、本大臣は、さらに、昭和四十三年四月一日から昭和四十四年三月三十日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額を、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、二億八千八百万円（二八八、〇〇、〇〇〇円）をこえないものとすることを提案する光栄を有します。

貴国政府が前記の提案を受諾されるとときは、この書簡及び受諾を表明される閣下の返簡は、日本国の昭和四十三会計年度において日本国政府が提供すべき金銭負担の額に関する両政府の間の取極を構成するものと認めることいたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつ

*The Minister for Foreign Affairs of Japan to the  
American Ambassador [¹]*

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光榮を有します。

同協定第七条2の規定は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に隨時円資金を提供すべきことを定めています。

また、同協定附属書G3の規定は、日本国の毎会計年度においては、日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

<sup>¹</sup> For the English language text, see p. 4923.

*The American Ambassador to the Minister for Foreign Affairs of Japan*

No. 917

TOKYO, May 24, 1968.

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of May 24, 1968, which reads as follows:

"I have the honour to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.<sup>[1]</sup>

"Article VII, paragraph 2 of this Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out such Agreement.

"Paragraph 3 of Annex G of the said Agreement provides that in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

"Accordingly, I have further the honour to propose that, in consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1968 to March 31, 1969, the amount of the cash contribution to be made available by the Government of Japan for such fiscal year shall not exceed two hundred eighty eight million yen (¥288,000,000).

"If the foregoing proposal is acceptable to your Government, this Note and Your Excellency's reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1968."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that Your Excellency's Note and this reply are considered as an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1968.

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<sup>[1]</sup> TIAS 2957; 5 UST 661.

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

U. ALEXIS JOHNSON

His Excellency

TAKEO MIKI,

*Minister for Foreign Affairs,  
Tokyo.*

## TUNISIA

### Agricultural Commodities

*Agreement signed at Tunis May 17, 1968;  
Entered into force May 17, 1968.*

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

The Government of the United States of America and the Government of Tunisia have agreed to the sales of commodities specified below. This agreement shall consist of the Preamble, Parts I and III, the Local Currency Annex, and the Dollar Credit Annex of the Agreement signed March 17, 1967, [1] together with the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. - Commodity Table:

Commodity	Supply Period (Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value
		(Metric Tons)	(Thousands)
A. Dollar Credit Terms			
Tobacco (unmanufactured)	1968	325	\$502
Hides, cattle	1968	408	100
Ocean transportation (estimated)			35
		Subtotal	\$637
B. Local Currency Terms			
Tobacco (unmanufactured)	1968	325	\$502
Hides, cattle	1968	408	100
		Subtotal	\$602
		Total	\$1,239

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<sup>1</sup> TIAS 6323; 18 UST 1777.

**ITEM II. - Payment Terms:****A. Dollar Credit**

1. Initial payment - 2.5 percent
2. Number of installment payments - 19
3. Amount of each installment payment - approximately equal annual amounts
4. Due date of first installment payment - two years after date of last delivery of commodities in each calendar year
5. Initial interest rate - 2 percent per annum
6. Continuing interest rate - 2½ percent per annum

**B. Local Currency**

1. Initial payment in dollars - 2.5 percent
2. Proportions of local currency indicated for specified purposes
  - a. United States expenditures - 8 percent
  - b. Section 104(e) loans - 10 percent
  - c. Section 104(f) loans - 80 percent

These funds are for financing such projects as are mutually agreed by the two Governments, but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for the self-help measures described in Item V of the agreements signed March 17 and November 6, 1967, [1] as referred to in Item V below, provided, however, that funds for Section 104(f) loans shall be subject to reduction as may be necessary to provide the local currencies required for United States expenditures under item a above.

- d. Section 104(h) grants - 2 percent
3. Convertibility
  - a. Section 104(b)(1) - Market Development \$12,040
  - b. Section 104(b)(2) - Educational Exchange \$18,060

**ITEM III. - Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u> (Calendar Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Tobacco (unmanufactured)	1968	1,650 (of which at least 50 shall be imported from the United States of America)
Hides, cattle	1968	272

<sup>1</sup> TIAS 6385; 18 UST 2929.

**ITEM IV. — Export Limitations:****A. Export Limitation Period**

With respect to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be calendar year 1968 and such longer period as such commodity is being imported or utilized, whichever is the later.

**B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for unmanufactured tobacco — unmanufactured leaf tobacco; for cattle hides — cattle hides.**

**C. Permissible Exports**

Commodity	Quantity	Period During Which Such Exports Are Permitted
Hides, cattle	260 metric tons	Calendar year 1968

**ITEM V. — Self-Help Measures:**

The agreements signed March 17 and November 6, 1967 contain descriptions of the programs related to the production of food which are being initiated or planned by the Government of Tunisia. The Government of Tunisia continues to accord high priority to the execution of these programs.

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

Proceeds accruing to the importing country from the sale of commodities financed on dollar credit terms shall be used for:

1. The self-help measures referred to in Item V. above.
2. Such other economic development purposes as may be agreed upon by the two Governments.

**ITEM VII. — Other Provisions:**

**Travel** — In addition to any local currency authorized for sale under Section 104(j) of the Act, [1] the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to, or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local

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<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE At Tunis, in duplicate, this 17th day of May, 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT  
OF TUNISIA

 [1] [2]

<sup>1</sup> Edward W. Mulcahy.

<sup>2</sup> Bechir Ennaji.

## LUXEMBOURG

### Mutual Defense Assistance

*Agreement amending Annex B to the agreement of January 27, 1950.*

*Effectuated by exchange of notes*

*Signed at Luxembourg May 9 and 17, 1968;  
Entered into force May 17, 1968.*

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

No. 63

LUXEMBOURG, May 9, 1968

**EXCELLENCY:**

I have the honor to refer to this Embassy's Note No. 42 of March 1, 1968, and to the note dated March 12, 1968, [<sup>1</sup>] 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 Luxembourg [<sup>2</sup>] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance program during the year ending June 30, 1968. It was agreed that Annex B would be amended, by this exchange of notes, to cover the period July 1, 1967 to June 30, 1968, substituting therein the new amount established for administrative expenditures for the fiscal year 1968. 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 Luxembourg in conjunction with the Government of Belgium will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Embassy at Luxembourg and the United States Embassy at Brussels not to exceed the Luxembourg and Belgian franc equivalent of \$600,000 for their use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period July 1, 1967 – June 30, 1968."

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Luxembourg Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 2014, 6235; 1 UST 78; 18 UST 318.

governments on this subject which will enter into force on the date of Your Excellency's note.

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

GEORGE J. FELDMAN

His Excellency

PIERRE GRÉGOIRE

*Minister of Foreign Affairs  
Grand Duchy of Luxembourg*

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

MINISTÈRE  
DES AFFAIRES ÉTRANGÈRES

no. 31.11.221.

LUXEMBOURG, le 17 mai 1968

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre - no. 63 - que Votre Excellence a bien voulu m'adresser le 9 mai 1968 au sujet de la modification de l'Annexe B de l'Accord pour la Défense Mutuelle entre le Luxembourg et les Etats-Unis d'Amérique.

Le Gouvernement luxembourgeois marque son accord sur le texte suivant:

"En exécution du § 1 de l'article 5 de l'Accord d'Aide pour la Défense Mutuelle le Gouvernement luxembourgeois, conjointement avec le Gouvernement belge, déposera, lorsqu'il en sera requis, à un compte désigné par l'Ambassade des Etats-Unis à Luxembourg et l'Ambassade des Etats-Unis à Bruxelles, les francs belges et luxembourgeois dont le total ne dépassera pas la contre-valeur de 600 000 dollars USA, pour qu'elles en fassent usage au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives au Luxembourg et en Belgique résultant de l'exécution de cet accord pour la période du 1er juillet 1967 au 30 juin 1968."

Je marque également mon accord à ce que la lettre de Votre Excellence en date du 9 mai 1968 et la présente réponse soient considérées comme constituant un accord entre les deux gouvernements à ce sujet, accord qui entrera en vigueur à la date de ce jour.

Je saisiss cette occasion, Monsieur l'Ambassadeur, pour renouveler à Votre Excellence les assurances de ma très haute considération.

GRÉGOIRE

*Le Ministre des Affaires Etrangères,*

Son Excellence

Monsieur GEORGE J. FELDMAN

*Ambassadeur des Etats-Unis d'Amérique  
à Luxembourg*

*Translation*

MINISTRY OF  
FOREIGN AFFAIRS

No. 31.11.221.

LUXEMBOURG, May 17, 1968

Mr. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 63 which Your Excellency was good enough to address to me on May 9, 1968 regarding the revision of Annex B to the Mutual Defense Agreement between Luxembourg and the United States of America.

The Luxembourg Government signifies its agreement to the following text:

[For the English language text, see p. 4929.]

I also signify my agreement that Your Excellency's note dated May 9, 1968 and this reply are to be considered as constituting an agreement between the two governments on this subject which will enter into force on this date.

I avail myself of this opportunity, Mr. Ambassador, to renew to Your Excellency the assurances of my very high consideration.

GRÉGOIRE

*Minister of Foreign Affairs*

His Excellency

GEORGE J. FELDMAN,

*Ambassador of the*

*United States of America  
at Luxembourg.*

## BRAZIL

### Weather Stations: Rawinsonde Observation Network

*Agreement effected by exchange of notes  
Signed at Rio de Janeiro March 12, 1968;  
Entered into force March 12, 1968;  
Effective December 1, 1967.*

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*The American Ambassador to the Minister for Foreign Affairs of Brazil*

No. 516

RIO DE JANEIRO, March 12, 1968.

EXCELLENCY:

I have the honor to inform Your Excellency that my Government has noted with interest and appreciation the steps which have been taken by the Government of Brazil, as part of its continuing program for the expansion and development of meteorological services in Brazil, to establish a network of ten new rawinsonde observation stations under the administration of the Brazilian Directorate-General of Air Routes.

This extension of the Brazilian meteorological network represents a substantial contribution to that further development of the global upper air observational network which is a major objective of the World Weather Watch program of the World Meteorological Organization.

As part of this program, the Government of the United States of America is responsible for the operation, near Washington, D.C., of one of the three World Meteorological Centers provided in the program, to collect global data and disseminate resultant processed products for the use of all countries, and also for the operation of a Regional Meteorological Center at Miami, with hurricane and aviation forecasting functions of a regional character.

In these circumstances my Government has a special interest in network improvements in the Western Hemisphere, such as those recently effected by Your Excellency's Government, and is desirous of assisting insofar as practicable, through appropriate bilateral agreements for meteorological cooperation, in the establishment of arrangements which will tend to ensure uninterrupted operation of new facilities and global or hemispherical standardization and co-ordination in such operation.

If the Government of Brazil considers that some measure of technical support from my Government would be helpful in achieving these objectives in respect of the extension of the Brazilian rawinsonde

network, and the Government of Brazil, pursuant to the provisions of the Basic Agreement for Technical Cooperation dated December 19, 1950 [¹] and the Special Services Program Agreement dated May 30, 1953 [²] agrees to establish a cooperative program for the operation and maintenance of a Network of Rawinsonde Observation Stations in Brazil with the Government of the United States, I have the honor to propose an agreement regarding thereto in the following terms:

1. Purpose. The purpose of the program shall be to facilitate the operation and maintenance of a specified network of rawinsonde observation stations in Brazil, and the international dissemination of reports of the observations from these stations, through cooperation between the designated cooperating agencies of the two Governments.
2. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the United States of America, the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of Brazil, the Directorate-General of Air Routes, hereinafter referred to as the Brazilian Cooperating Agency.
3. Title of Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this agreement shall be vested in the Brazilian Cooperating Agency. Title to any item of equipment or other item of personal property shall remain vested, unless otherwise agreed between the two Cooperating Agencies in a specific case, in the Cooperating Agency which supplied, or provided funds for the supply of, the item.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Brazilian Cooperating Agency shall be paid by the Government of Brazil.
5. Exemption from Duties and Taxes. All supplies and equipment, including motor vehicles, furnished by the United States Cooperating Agency and imported into Brazil for use in the cooperative program shall be admitted free of taxes, customs and import duties and other charges.
6. Protection of Radio Frequencies. The radio operating frequencies 401-406 Mc/s and 1660-1700 Mc/s shall be protected

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<sup>1</sup> TIAS 2239, 2626; 2 UST 845; 3 UST 4693.

<sup>2</sup> TIAS 5049, 5520; 13 UST 1061; 15 UST 99.

in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations<sup>[1]</sup> annexed to the International Telecommunication Convention.<sup>[2]</sup>

7. Appropriation of Funds. To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States, it shall be subject to the availability of such funds.
8. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under this agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.
9. Term. This agreement shall enter into force with retroactive effect as from December 1, 1967, and shall remain in force until terminated by mutual agreement or until ninety days after either Government has given notice in writing to the other Government of its intention to terminate the agreement.

If the above proposal is acceptable to the Government of Brazil, I have the honor to propose that this note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments concerning this matter.

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

JOHN W. TUTHILL

His Excellency

José de Magalhães Pinto,  
Minister for Foreign Affairs,  
Rio de Janeiro.

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*The Minister for Foreign Affairs of Brazil to the  
American Ambassador*

MINISTÉRIO DAS RELAÇÕES EXTERIORES

DAI/DCET/DAS/62/592.64(22)

Em 12 de março de 1968.

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota número 516 de Vossa Excelência, datada de 12 de março de 1968 e cujo texto, em português, é do teor seguinte:

"EXCELENCIA

Tenho o honra de levar ao conhecimento de Vossa Excelência que o meu Govêrno tem notado com interesse e apreciação as

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<sup>1</sup> TIAS 4893; 12 UST 2377.

<sup>2</sup> TIAS 4892; 12 UST 1761.

medidas tomadas pelo Governo do Brasil, com a finalidade de dar prosseguimento a seu programa de expansão e desenvolvimento dos serviços de meteorologia no Brasil, a fim de estabelecer uma rede de dez estações de observação de radiosonda sob a administração da Diretoria de Rotas Aéreas do Ministério da Aeronáutica.

Esse acréscimo da rede meteorológica brasileira representa uma contribuição substancial para o maior desenvolvimento da rede mundial de observações do ar superior, que é o maior objetivo do programa da Vigília Meteorológica da Organização Mundial de Meteorologia.

Como parte desse programa, o Governo dos Estados Unidos da América é responsável pela operação, próximo a Washington, D.C., de um dos três Centros Meteorológicos Mundiais, constantes do programa, com a finalidade de coletar informações do Universo e de difundir o produto resultante do seu processamento, para uso dos outros países e também para operação de um Centro Meteorológico Regional em Miami, destinado a previsão de furacões e a aviação, de caráter regional.

Nessas circunstâncias, meu Governo tem um interesse especial nos melhoramentos das redes meteorológicas no Hemisfério Ocidental, como os recentemente efetuados pelo Governo de Vossa Excelência, e deseja dar assistência, na medida do possível, através de acordos bilaterais para cooperação meteorológica, no estabelecimento de ajustes, que permitirão a operação continuada de novas instalações e a padronização universal ou hemisférica e a coordenação de tal operação.

Caso o Governo do Brasil considere que alguma medida de ajuda técnica, da parte de meu Governo, possa ser útil na conquista desses objetivos relacionados a expansão da rede brasileira de radiosondagens, e o Governo do Brasil, de acordo com as disposições do Acordo Básico de Cooperação Técnica, datado de 19 de dezembro de 1950 e do Acordo para um Programa de Serviços Especiais, de 30 de maio de 1953, concorde em estabelecer um programa de cooperação para a operação e manutenção de uma Rede de Estações de Observação de Radiosonda no Brasil com o Governo dos Estados Unidos da América, tenho a honra de propôr um acordo a este respeito nos seguintes termos:

1. *Finalidade:* A finalidade do programa será a de facilitar a operação e manutenção de uma rede específica de estações de observação de radiosonda no Brasil e a difusão internacional de relatórios das observações realizadas por essas estações, através de colaboração entre as Agências Cooperativas designadas pelos dois Governos.

2. *Agências Cooperativas.* As agências cooperativas serão: (1) pelo Governo dos Estados Unidos da América a "Environmental Science Services Administration" do Departamento de

Comércio, doravante denominada Agência Cooperativa dos Estados Unidos da América; e (2) pelo Governo do Brasil, a Diretoria de Rotas Aéreas, do Ministério da Aeronáutica, doravante denominada Agência Cooperativa Brasileira.

3. *Título de Propriedade.* A posse de toda propriedade e quaisquer melhoramentos fornecidos, adquiridos ou construídos com a finalidade de conduzir o programa compreendido neste acôrdo, será da Agência Cooperativa Brasileira. A posse de qualquer ítem de equipamento ou de propriedade pessoal será da Agência Cooperativa que forneceu ou proveu fundos para a obtenção do referido ítem, a menos que seja estabelecido de outra forma entre as duas Agências Cooperativas, em casos específicos.

4. *Despesas.* Tôdas as despesas que incidirem nas obrigações assumidas pela Agência Cooperativa dos Estados Unidos da América, serão pagas pelo |Governo |dos |Estados Unidos da América, e tôdas as despesas que incidirem nas obrigações assumidas pela Agência Cooperativa Brasileira serão pagas pelo Govêrno do Brasil.

5. *Isenção de Taxas e Impostos.* Todo o suprimento e equipamento, incluindo veículos motores, fornecidos pela Agência Cooperativa dos Estados Unidos da América e importados para o Brasil, para uso no progama cooperativo, será admitido livre de impostos, direitos alfandegários e de importação e outras obrigações.

6. *Proteção das Rádio-Freqüências.* As rádio-freqüências de 401-406 Mc/s e 1660-1700 Mc/s deverão ser protegidas para assegurar seu uso livre de interferência nas observações de radiosonda, de acordo com o estabelecido nos Regulamentos Radio, anexados a Convenção Internacional de Telecomunicações.

7. *Disponibilidade de Verbas.* O atendimento de qualquer clausula do presente Acôrdo dependerá das verbas para tanto destinadas pelo Congresso dos Estados Unidos da América, e ficará sujeito à disponibilidade de tais verbas.

8. *Memorandum de Entendimento.* Um Memorandum de Entendimento, especificando maiores detalhes do programa cooperativo que será executado em consequênciia do presente Acôrdo, deverá ser accordado entre as duas Agências Cooperativas e poderá ser modificado a qualquer momento mediante acôrdo adicional entre aquelas partes.

9. *Duração.* Este Acôrdo entrará em vigor, com efeito retroativo a partir de 1º de dezembro de 1967, e vigorará até que seja terminado mediante acôrdo mútuo ou até noventa dias apôs qualquer dos Governos notificar, por escrito, ao outro Govêrno sua intenção de terminar o Acôrdo.

Caso a proposta acima seja aceita pelo Governo do Brasil, tenho a honra de propôr que a presente Nota e a resposta de Vossa Excelência constituam, ambas, um acôrdo entre nossos dois Governos, com relação ao assunto em pauta".

2. Em resposta informo Vossa Excelência de que o Governo brasileiro concorda com os térmos da nota acima referida, a qual, juntamente com a presente, passará a constituir um acôrdo entre nossos dois Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos de minha mais alta estima e distinta consideração.

JOSÉ DE MAGALHÃES PINTO

A Sua Excelênci o Senhor JOHN W. TUTHILL,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

DAI/DCET/DAS/62/592.64(22)

MARCH 12, 1968

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 516 of March 12, 1968, the text of which, in Portuguese, is as follows:

[For the English language text, see p. 4932.]

2. In reply, I hereby inform Your Excellency that the Brazilian Government agrees with the terms of the above note which, together with this note, will constitute an agreement between our two Governments entering into force today.

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

JOSÉ DE MAGALHÃES PINTO

The Honorable  
JOHN W. TUTHILL,  
*Ambassador of the United States of America.*

MULTILATERAL  
Regional Caribbean Fishery Development Project

*Plan of operation signed on behalf of the United States of America  
April 6, 1966;  
With letter concerning the assumption by Puerto Rico of the financial and other specific obligations;  
Effective with respect to the United States of America April 6, 1966*

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UNITED NATIONS SPECIAL FUND  
REGIONAL CARIBBEAN FISHERY DEVELOPMENT PROJECT  
PLAN OF OPERATION

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS  
Rome, Italy

February 1965

FONDS SPÉCIAL DES NATIONS UNIES  
PROJET RÉGIONAL POUR LE DÉVELOPPEMENT DES PÊCHES DANS LES CARAÏBES  
PLAN D'OPÉRATIONS

ORGANISATION DES NATIONS UNIES POUR L'ALIMENTATION ET L'AGRICULTURE  
Rome, Italie

Février 1965

FONDO ESPECIAL DE LAS NACIONES UNIDAS  
PROYECTO DE DESARROLLO PESQUERO EN LA REGION DEL CARIBE  
PLAN DE OPERACIONES

ORGANIZACION DE LAS NACIONES UNIDAS PARA LA AGRICULTURA Y LA ALIMENTACION  
Roma, Italia

Febrero 1965



UNITED NATIONS - NATIONS UNIES - NACIONES UNIDAS

New York, 1968 — Nueva York, 1968

## P L A N   O F   O P E R A T I O N

UNITED NATIONS SPECIAL FUND PROJECT:

REGIONAL:

CARIBBEAN FISHERY DEVELOPMENT PROJECT

PLAN OF OPERATION

United Nations Special Fund

REGIONAL, CARIBBEANFishery Development ProjectTable of Contents

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<sup>1</sup> Added by the Department of State.

INTRODUCTION

Special Fund Allocation: US \$2,548,400

Consisting of:

Special Fund Contribution US \$1,775,600

Governments' Counterpart Contribution in Cash: US \$ 772,800

Duration: Four years

Executing Agency: Food and Agriculture Organization of the United Nations

Co-operating Government Agencies: Ministries or Departments of participating Governments responsible for fisheries development.

1. The states and territories participating in this Regional project of the United Nations Special Fund for the development of the Caribbean fisheries and original signatories to this Plan of Operation are as follows:-

Barbados  
British Guiana  
Dominican Republic  
France - in respect of: French Guiana  
Guadeloupe  
Martinique  
and their dependencies

Haiti  
Jamaica  
Lesser Islands: Antigua  
Montserrat  
St. Christopher (Kitts),  
Nevis and Anguilla

Netherlands Antilles  
Surinam  
Trinidad and Tobago  
United States of America - on behalf of Puerto Rico  
Windward Islands: Grenada  
St. Lucia  
St. Vincent

2. This Plan of Operation refers to a project for assistance to the Participating States and Territories by the United Nations Special Fund, for which the Food and Agriculture Organization of the United Nations shall act as Executing Agency. The Plan shall also be the Plan of Operation referred to in Article I, paragraph 2 of the Agreements which States participating in this project, and the United Kingdom in respect of participating dependent territories, have signed with the United Nations Special Fund.

I. PURPOSE AND DESCRIPTION

A. PURPOSE

3. The purpose of the project is to provide, through exploratory fishing, market study and demonstration, and training, a basis for the future growth of the fisheries of the Caribbean region, by indicating the most promising ways in which the productivity of the fisheries can be increased, by setting up a nucleus of trained fishermen and fishery officers, by indicating the most economic ways of developing domestic and export markets and by defining those fields in which future capital investment can most fruitfully be applied.

B. DESCRIPTION

4. To achieve this purpose, the project will consist of three parts:-

- (i) exploratory fishing,
- (ii) market study and demonstration, and
- (iii) training.

5. The four-year period of the project will be divided into two phases. A preparatory phase will last approximately one year, during which:

Vessels, gear and equipment will be acquired;

Shore facilities for vessels and training schemes will be arranged;

Vessel crews, marketing counterparts and training instructors will be recruited;

Programmes of work in exploratory fishing, marketing and training will be formulated;

A choice of trainee masterfishermen and trainee fishery officers will be made; and

Necessary preliminary market studies will be completed.

This phase will be followed by an operational phase lasting approximately three years. The division between the preparatory and operational phases may vary between the sections of the project. An earlier completion of Phase I in any field would enable the operational phase to start earlier in that field. During the course of the project it is envisaged that the services of a consultant will be made available to advise the Participating Governments on the financing of further development of their fisheries.

Exploratory Fishing

6. Work in this field will be carried out under contractual arrangements with the Bureau of Commercial Fisheries of the Fish and Wildlife Service of the United States Department of the Interior, by exploratory fishing vessels with their home ports in the following countries:-

Barbados  
Jamaica  
Netherlands Antilles  
Trinidad

7. The term "home port" means the port on which a project vessel will normally be considered to be based and from which it will draw its crew.

8. Exploratory fishing will be carried out in those waters considered to be potentially the most promising fishing grounds. Namely, the waters off the North-east coast of South America; the southern part of the Caribbean Sea; and waters near the island chain from Grenada to Jamaica including off-shore banks. Vessels will be provided to conduct exploratory fishing. Different fishing techniques will be tried which may include long-lining, live-bait fishing, gillnet fishing, trolling and fishing with lights for various species of tuna and other pelagic fishes. Line-fishing for reef-fish, trawling for bottom fish and shrimp, seining for pelagic species, and other types of fishing might also be undertaken. Such biological and oceanographic observations may be made by the exploratory fishing vessels as are considered practicable and desirable.

Marketing Study and Demonstration

9. The project will give attention to the urgent need to improve and extend the marketing of fishery products in three fields:

domestic markets  
intra-Caribbean trade, and  
export trade outside the Caribbean area.

Based on a study of existing marketing problems, the main emphasis will be placed on the demonstration of improved methods of processing, handling, storage and distribution of fish and fishery products. Stops will also be taken to demonstrate the potentialities of various products in export markets.

Training

10. The project will organize training schemes to develop fishery officers and masterfishermen. The training of fishery officers will be concentrated on exploratory fishing, fishing methods, preservation, transportation and marketing, and will emphasise the practical aspects of developing the industry. Potential masterfishermen will be trained in modern fishing techniques, handling and navigating larger boats, operation and maintenance of engines, manufacture and maintenance of fishing gear, and fish handling. On-the-job training for both fishery officers and masterfishermen will be provided on the exploratory fishing vessels, and through shore-based courses.

11. In carrying out the project the Executing Agency, in consultation with the Participating Governments, will make the necessary arrangements for securing the assistance and co-operation of all agencies concerned with fishery problems in the Caribbean.

12. The headquarters of the project will be situated in Bridgetown, Barbados. The necessary office and other facilities for the staff of the project will be provided by the Government of Barbados. The Executing Agency will make arrangements with other Participating Governments, as necessary, for office accommodation and facilities for project staff when working in such countries in the course of their duties, and for the necessary shore facilities in those places where exploratory vessels are based or are to land their catches, and where training courses and marketing studies and demonstrations are to be carried out.

II. OBLIGATIONSA. PARTICIPATION AND CONTRIBUTION OF THE SPECIAL FUND

13. The Special Fund shall provide the following through the Executing Agency:

- (a) Experts and Consultants. A total of 354 man/months of expert services as detailed in Appendix I to the Work Plan and Plan of Expenditure annexed to this Plan of Operation, to a value estimated at US \$601,800. Within the total of 354 man/months of expert service minor adjustments of individual post assignments may be made by the Executing Agency, if this is found to be in the best interests of the project.
- (b) Equipment and Supplies. Equipment and supplies at a total cost not exceeding US \$595,000 as detailed in Appendix I to the Work Plan and Plan of Expenditure annexed to this Plan of Operation.
- (c) Sub-contracts. The Executing Agency may, with the agreement of the Participating Governments, provide specified services, facilities and equipment to be supplied under this Plan of Operation by contract with competent persons, organizations and agencies. In particular, the Executing Agency is to make a contract with the United States Bureau of Commercial Fisheries under which the latter will provide services and facilities for the conduct of the exploratory fishing part of the project, including 270 man/months of expert and consultant services, exploratory fishing cruises by Bureau vessels, assistance in the design of vessels and specification of gear, and advice by a high-level consultative group at a total cost not exceeding US \$421,800.

- (d) Miscellaneous. Miscellaneous services and facilities as detailed in Appendix I to the Work Plan and Plan of Expenditure.
- (e) Financial Consultant. To assist in the mobilisation of public and private capital for the development of the industry, the Managing Director of the United Nations Special Fund, at an appropriate stage of the project, may provide the services of a consultant, acquainted with the financing of the industry and familiar with the Caribbean area, to advise the Participating Governments on the financing of the industry.

B. PARTICIPATION AND CONTRIBUTIONS OF THE GOVERNMENTS [1]

(i) Counterpart Contributions in Cash

14. The Governments shall pay in cash the equivalent of US \$772,800 to cover the cost of:

(a) Personal Services

A total of 2677 man/months of counterpart staff service as detailed in Appendix I to the Work Plan and Plan of Expenditure for this project, at an estimated cost of the equivalent of US \$435,800. Within this total of man/months, minor adjustments of individual post assignments may be made by the Executing Agency if this is found to be in the best interests of the project.

(b) Office and Shore Facilities

Office and Shore facilities as detailed in Appendix I to the Work Plan and Plan of Expenditure for this project, at an estimated cost of the equivalent of US \$50,000.

(c) Equipment and Supplies

Equipment and supplies for marketing demonstration as detailed in Appendix I to the Work Plan and Plan of Expenditure for this project, and the cost of transportation, handling and insurance of project equipment (other than vessels) at an estimated cost of the equivalent of US \$30,000.

(d) Maintenance and Running Expenses of Vessels

A total estimated at the equivalent of US \$257,000, to cover the cost of upkeep and repair of the exploratory vessels, and the operating expenses of the vessels including the cost of meals of the crew and trainees on board, and the cost of marine insurance.

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<sup>1</sup> See letter of Apr. 6, 1966, addressed to the United Nations Development Program by the United States Mission to the United Nations; *post*, p. 5013.

15. The estimated cost of the counterpart contribution as detailed in Appendix I to the Work Plan and Plan of Expenditure for this project is based on the most realistic information available at the time of drafting this Plan of Operation. It is understood that price fluctuations during the period of execution of the project may necessitate an adjustment of said contribution in monetary terms; the latter shall at all times be determined by the value of the services and facilities required for the proper execution of the project.

(ii) Other Contributions

16. The Governments shall make available to the project, free of charge, personnel, services and facilities of the type listed in the Annex to this Plan of Operation in accordance with individual schedules to be agreed between the Participating Government and the Executing Agency. Notwithstanding the specific commitments made with respect to counterpart contributions in kind, as set forth in these schedules, the Participating Governments undertake to give favourable consideration to any amendments, including transfer of responsibilities from one Government to another with respect to such contributions as may be proposed by the Executing Agency in the interests of the successful operation of the project.

17. The Participating Governments shall make available to the project and its personnel all past records, files, reports, publications and unclassified information about work undertaken by various Government agencies or other institutions which may be useful for the operation of the project. In particular, they will make available all existing records of fishing catch statistics, price and trading statistics, fishing records and meteorological data. They will also facilitate access by project personnel to commercial fishing vessels, fish processing and handling plants and markets.

C. OTHER OBLIGATIONS OF PARTICIPATING GOVERNMENTS

18. The Governments shall take the necessary steps to ensure the co-operation of governmental agencies, bodies and organizations, to the extent necessary to accomplish the purposes of the project.

19. The Governments shall give favourable consideration to the relaxing of restrictions which may apply to fishing vessel operation within their territorial waters, in respect of the operation of all vessels being operated by or on behalf of the Executing Agency in the carrying out of the work of the project, to the extent necessary to accomplish the purposes of the project.

20. The Governments shall give favourable consideration to proposals that may be made to them in the course of operation of the project by or on behalf of the Executing Agency for relaxation or removal of restrictions or procedures at present in force within their territories in the project area on the distribution and sale of fish and fishery products, and on trade in fish and fishery products between them and with other countries as may be needed to accomplish the purposes of the project.

21. The Governments shall nominate, on request, persons to attend the training courses for fishery officers and potential masterfishermen. Nominees for the fishery officer courses will have at least a secondary school standard of education. Nominees for masterfisherman courses will have had considerable practical experience as fishermen and be of a type considered likely to benefit from the course of instruction. The Governments also undertake to pay salaries to fishery officer trainees during the period of sea-going training on their instruction courses. Rates of maintenance allowance for masterfishermen trainees and for fishery officer trainees while on shore shall be fixed by agreement between the Project Manager and the Governments. At the conclusion of fishery training courses, the Governments shall consider for employment in suitable posts in their fishery services those fishery officer trainees nominated by them who have successfully completed the course of training set up under this project, as evidenced by the issue to them of a certificate to that effect by the Executing Agency.

22. The Governments shall give favourable consideration to proposals that may be made to them during the course of operation of the project by the Executing Agency, for any necessary strengthening of the staffs of their fishery departments, so that adequate counterpart assistance may be made available to the Executing Agency or its sub-contractors in all fields of their work on the project.

23. The Executing Agency shall arrange, as appropriate, for the granting of privileges and immunities with the Participating Countries through an exchange of letters with each country.

(iii) Payment of Government Cash Contribution

24. The cash counterpart contribution described in paragraph 14 above, the equivalent of US \$772,800, will be paid in freely convertible currencies in accordance with the following schedule:-

Participating Countries	S H A R E S	Payments to be made					Total Payment	
		On signing of Plan of Operation	On or before 1 January					
			1966	1967	1968			
<u>U.S. \$ Equivalents</u>								
Barbados								
Antigua								
Montserrat								
St. Christopher-Nevis-Anguilla	2	25,400	34,400	30,500	12,700	103,000		
Grenada								
St. Lucia								
St. Vincent								
British Guiana	1	12,700	17,200	15,250	6,410	51,560		
Dominican Republic	1	12,700	17,200	15,250	6,410	51,560		
French Guiana								
Guadeloupe	1	12,700	17,200	15,250	6,410	51,560		
Martinique								
Haiti	1	12,700	17,200	15,250	6,410	51,560		
Jamaica	2	25,400	34,400	30,500	12,700	103,000		
Netherlands Antilles	2	25,400	34,400	30,500	12,700	103,000		
Surinam	1	12,700	17,200	15,250	6,410	51,560		
Trinidad and Tobago	2	25,400	34,400	30,500	12,700	103,000		
Puerto Rico	2	25,400	34,400	30,500	12,700	103,000		
Total	15	190,400	257,600	229,600	95,200	772,800		

25. Payments in accordance with the above schedule shall be made by the Participating Governments by depositing the specified sums for the credit of the United Nations Special Fund in the following Special Fund accounts:-

<u>Country</u>	<u>Bank</u>	<u>Account No.</u> (if any)
Barbados		
Antigua		
Montserrat		
St. Christopher		Midland Bank Limited Overseas Branch P.O. Box 181 60 Gracechurch Street London E.C.3
Nevis		1039
Anguilla		
Grenada		
St. Lucia		
St. Vincent		
British Guiana	Barclays Bank DCO Georgetown	
Dominican Republic	Banco de Reservas de la República Dominicana Oficina Principal Santo Domingo	
French Guiana		Société Général Dept. de L'Etranger Boîte Postale 317-09 Paris 9 <sup>e</sup>
Guadalupe		
Martinique		
Haiti	Banque Nationale de la République de Haïti Port-au-Prince	
Jamaica	Barclays Bank DCO P.O. Box 120 Kingston	
Netherlands Antilles		Amsterdamsche Bank P.O. Box 155 The Hague
Surinam		09930
Trinidad and Tobago	Barclays Bank DCO P.O. Box 67 Marine Square Port of Spain	
		-

<u>Country</u>	<u>Bank:</u>	<u>Account No.</u> (if any)
Puerto Rico	Chemical Bank New York Trust Company, United Nations Branch New York, N.Y.	-

26. The Government of any territory becoming independent subsequent to the signing of this Plan of Operation and during the period of the project will, if it is eligible to receive assistance from the Special Fund, be invited by the Special Fund to continue to participate in the project. Subject to its agreement to pledge annual contributions during the remaining period of the project, and to other conditions applying to the original participants, such newly-independent Government shall be determined a participant in the project. In such circumstances, the cash contribution of the Government formerly responsible for the external relations of the country will, for the remaining years of the project, be reduced accordingly.

27. The amounts payable in each instalment are determined on the basis of the United Nations operating rates of exchange at the time of payment. The payment by the Participating Government of their initial contributions in cash is a pre-requisite to the provision of support by the Special Fund. Continued Special Fund support during the period of the project shall be contingent on the Participating Governments meeting the total of their annual obligations, as set out in paragraph 24 above.

28. The Participating Governments agree to permit and facilitate the transfer of the net income received from the sale by or on behalf of the Executing Agency of the catches of the project's exploratory fishing vessels to the credit of a general account in the name of the Executing Agency at Barclays Bank D.C.O. Bridgetown, Barbados, and its use for the purposes of the project. The net income thus received may be made available to meet project costs chargeable against the Government counterpart contribution in cash set out in paragraph 14 above, in cases where such contribution proves to be insufficient to cover the provision of the specified services and facilities required for the proper execution of the project. Any such use of these funds by the Executing Agency shall be subject to prior agreement with the Special Fund and reflected in periodic revisions of the Plan of Expenditure contained in the Work Plan and Plan of Expenditure. These revisions will be communicated to the Participating Governments in accordance with Special Fund procedures. Any such amounts shall be transferred by the Executing Agency to an account to be designated by the Special Fund and shall be regarded as Government counterpart contributions in cash. The balance standing to the credit of the general account at the conclusion of the project shall be reimbursed to the Participating Governments in the same proportion as their cash counterpart contributions to the project.

D. ORGANIZATION

29. The Food and Agriculture Organization of the United Nations shall act as Executing Agency for the United Nations Special Fund

30. The Executing Agency may make contractual or other arrangements with national or international organizations as required for an efficient fulfilment of the project. Account shall be taken of bilateral aid programmes and of organizations having a special competence on fishery problems in the Caribbean region.

31. The Executing Agency will assume overall responsibility for the execution of the project including those parts which may be sub-contracted to other organizations and will also exercise full budgetary control of the funds allocated by the Special Fund. The operation of the project will be planned and directed by the Executing Agency through the Project Manager, in consultation with the Participating Governments.

32. The Participating Governments shall designate liaison officers who shall be the normal channel of communication between the Executing Agency and the Project Manager, and the Participating Governments.

33. The liaison officers shall be given copies of all workplans, before their adoption, and will submit these plans to their respective Governments. They may make proposals on behalf of their Governments to the Project Manager regarding the project and review and comment on proposals made by him. They will, at the request of the Project Manager, take the necessary steps to secure timely and adequate provision by the Participating Governments of the accommodation, equipment, supplies and personnel set out in Chapter II B above.

34. Meetings of the Project liaison officers with representatives of the Executing Agency and the Special Fund, including the Project Manager, the Director of Special Fund Programmes in the Caribbean, members of their staffs, and representatives of subcontractors' staffs shall be arranged at the request of the Project Manager.

35. At the end of the second year of the project, and thereafter once each year, the Participating Governments in collaboration with the Executing Agency, will carry out a broad-ranging review, based on reports supplied by the Executing Agency, of the total impact and effectiveness of the project programme, and in particular:-

- (a) assess the results for each participating country at the date of the review;
- (b) consider the steps taken to date for the application of the results of the project to the development of the industry in the various participating countries;

- (o) make suggestions for the future application to fishery development of the results of the project in the various fields of work;
- (d) make recommendations to the Executing Agency in respect of future programmes of work in the various fields; and
- (o) evaluate the work of subcontractors in those fields in which they have been employed.

36. All expenses incurred by Government officials in respect of attendance at meetings called under the provisions of the two preceding paragraphs or in other ways connected with the project, shall be met by the Participating Governments.

37. The Project Manager, through whom the Executing Agency shall act in all matters relating to the project, shall be appointed by the Executing Agency. Under the general supervision of the Executing Agency, he will have full responsibility for the carrying out of the project in accordance with this Plan of Operation, with any contracts for the performance of parts of the project programme, with the work plan referred to in Chapter II E below and with the relevant rules and regulations of the Executing Agency.

38. Except as it may be specifically provided in sub-contracts to be entered into by the Executing Agency with contractors, the Project Manager will be responsible for the disbursement of funds relating to that portion of the Special Fund allocation to be expended locally, will collaborate in the appointment of the national staff, will direct the work and movements of the staff of the project, and will control the use of buildings, equipment, supplies and other property belonging to the Special Fund or the Executing Agency, or assigned to the project by the Governments in accordance with their obligations set out in Chapter II B above.

39. The Project Manager shall make technical information available to interested parties and shall publish it, if appropriate, for general distribution.

40. The international staff of the project will be employed by the Executing Agency. The national staff provided under Chapter II B above through the Governments' counterpart contribution in cash will normally be appointed by the appropriate Government agency in consultation with the Project Manager. If appropriate, their services will be made available under the terms of a contract between the Executing Agency and the governmental agency concerned. Such staff will not be considered employees of the Executing Agency.

41. All the equipment supplied for the project by the Executing Agency, referred to in paragraph 13 above and Appendix I to the Work Plan and Plan of Expenditure, will remain the property of the Special Fund and will be held by the Executing Agency in the name of the Special Fund, during the period covered by this Plan of Operation, unless, exceptionally, other arrangements are made by agreement between the Executing Agency, the Special Fund and the Governments concerned.

E. WORK PLAN AND PLAN OF EXPENDITURE

42. Within the framework of this Plan of Operation, a Work Plan and Plan of Expenditure covering the whole period of Special Fund support has been prepared and will be signed by the authorized representative of the Executing Agency and the authorized representative of the Special Fund. Revisions of the Work Plan and Plan of Expenditure may be needed during the course of the project and in the light of projections of future requirements, and will require the concurrence of the Executing Agency and the Special Fund. The Work Plan and Plan of Expenditure will be attached to this Plan of Operation without, however, changing the above arrangements for signature and revision.

F. SEQUENCE OF OPERATION

43. The duration of the project is four years. The Executing Agency shall commence execution of the project upon written authorization to do so from the Managing Director of the Special Fund.<sup>[1]</sup> A preparatory phase of approximately one year will be followed by an operational phase of approximately three years.

44. Immediately after the project becomes operational, the Executing Agency shall commence recruitment of the experts in accordance with the guidelines provided in the Schedule of Operations included in the Work Plan and Plan of Expenditure referred to in paragraph 42 of this Plan of Operation and shall order the equipment and supplies required for this project.

III. BUDGET

45. The estimated cost of the services and facilities to be provided for the project, with the exception of those services and facilities to be provided by the Governments in accordance with paragraph 16 above, is detailed in the Plan of Expenditure contained in the annexed document "Work Plan and Plan of Expenditure". Funds will be provided by the Special Fund and the Government as indicated below:

Allocation by the Special Fund US \$2,548,400  
(Appendix I)

consisting of:

Special Fund contribution US \$1,775,600

Governments' counterpart US \$ 772,800  
contribution in cash

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<sup>1</sup> Aug. 27, 1965.

IV. REPORTS

46. The executing Agency shall submit to the Participating Governments an inception report covering the first year's plan of work to be supplied once the Work Plan and Plan of Expenditure has been signed.

47. The Executing Agency shall submit to the Participating Governments once each year a report on the expenditure incurred out of the Governments' cash payments to the Special Fund for counterpart expenditure referred to in paragraph 14 above.

48. As soon as possible after the conclusion of project operations, and not later than six months from that date, the Executing Agency will submit a final comprehensive report on the project to the Managing Director of the Special Fund for presentation to the Governments.

49. At the end of each calendar year the Governments and the Executing Agency shall submit a joint certified inventory of project equipment purchased from the Special Fund allocation and for which title remains with the Executing Agency on behalf of the Special Fund.

V. STEPS TO BE TAKEN AT THE COMPLETION OF  
SPECIAL FUND ASSISTANCE TO THE PROJECT

50. It is expected that the project will indicate the availability of resources, particularly of pelagic fish, and the best methods of utilizing such resources; will assist by demonstration in improving fishery products and their marketing and distribution; and will build up a nucleus of trained fishery officers and masterfishermen. In addition, financial advice will be given on the most appropriate ways of securing the capital that will be required to take advantage of the lessons taught by the project. The Participating Governments agree to take appropriate steps for the application of the results of the project in developing their national fishing industries and in improving inter-country co-operation in fishing matters by the setting up of appropriate co-ordination machinery; by assisting the industry to improve its fishing vessels, gear and equipment; by facilitating improved marketing of fish, both for domestic and for export consumption; and by utilizing in appropriate appointments the trained fishery officers produced by the project.

51. At the successful conclusion of the project, the Governments, the Executing Agency and the Special Fund will consult with a view to determining the most appropriate form of disposal of the equipment held at that time by the Executing Agency on behalf of the Special Fund.

VI. SIGNATURE

52. The original of this Plan of Operation in copies in the English, French and Spanish languages, all of which are equally authentic, shall be open for signature by the Participating Governments at \_\_\_\_\_ until \_\_\_\_\_ 196 \_\_\_\_\_ and thereafter at United Nations Headquarters in New York.

53. The Secretary-General of the United Nations shall transmit certified copies of this Plan of Operation to each of the Participating Governments, to the Special Fund and to the Executing Agency.

54. Agreed by the duly authorized representatives of the Governments participating in the project, the Executing Agency and the Special Fund:-

Paul-Marc Henry  
For the United Nations Special Fund

27 August 1965  
Date

M.A. Greene  
For the Food and Agriculture Organization of the United Nations

27 August 1965  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For the Government of Barbados

E. Barrow \_\_\_\_\_ Signature

13 February 1965  
Date

For the Government of Antigua

D. Rose \_\_\_\_\_ Signature

30 March 1965  
Date

For the Government of Montserrat

D. Gibbs \_\_\_\_\_ Signature

30 March 1965  
Date

For the Government of St. Christopher-Nevis-Anguilla

H. Howard

Signature

29 March 1965

Date

For the Government of Grenada

I. Turbott

Signature

14 April 1965

Date

For the Government of St. Lucia

G. Bryan

Signature

1 April 1965

Date

For the Government of St. Vincent

S. Graham

Signature

8 April 1965

Date

For the Government of British Guiana

L. John

Signature

25 February 1965

Date

For the Government of Dominican Republic

A. L. Pumarol

Signature

29 December 1965

Date

For the Government of France

R. Seydoux

Signature

22 June 1965

Date

For the Government of Jamaica

J. Cyles

Signature

24 March 1965

Date

For the Government of \_\_\_\_\_

For the Government of Netherlands Antilles

I. Debröt Signature 18 February 1965  
Date

For the Government of Surinam

H. Radhakinshun Signature 22 February 1965  
Date

For the Government of Trinidad & Tobago

Ellis Clarke Signature 8 July 1965  
Date

For the Government of United States of America

James Roosevelt Signature 6 April 1966  
Date

For the Government of Dominica

Keith Unwin Signature 2 May 1966  
Date

For the Government of \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

For the Government of \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

ANNEXCARIBBEAN REGIONAL FISHERY DEVELOPMENT PROJECT

PERSONNEL, EQUIPMENT, SUPPLIES, SERVICES AND FACILITIES, IN ADDITION TO THOSE PROVIDED FROM GOVERNMENTS' CASH CONTRIBUTIONS, WHICH MAY BE REQUESTED BY PROJECT MANAGER.

1. Participating Governments undertake to provide for the above project free of charge, such of the under-mentioned personnel, equipment, supplies, services and facilities, as are required by the Project Manager, in accordance with the terms of paragraph 16 of the Plan of Operation to which this Annex is attached.

2. Personal Services

Fishery Biologists for work on the exploratory fishing project, both on board the vessels and in shore laboratories.

Training Instructors for the training courses for fishery officers and masterfishermen.

Shore-based Personnel required for the effective management, running and maintenance of the exploratory fishing vessels used for the project.

Casual labour.

3. Equipment and Supplies

Furniture and other equipment for the offices, stores, demonstration and training accommodation and other buildings which may be needed in addition to that provided under the Governments' cash contributions.

Vehicles for the use of the project staff on work of the project.

4. Services and Facilities

Maintenance and operating costs of the vehicles referred to in 3 above.

Costs of charter or hire of any vessels supplied by the Government to the project, including all costs of operation of such vessels.

Costs of travel of project staff within the Participating State.

Harbour and docking facilities owned by the Participating Government.

Exemption from harbour dues for vessels engaged in project.

Utilities (rent, hire charges, rates, heating, cleaning, lighting and maintenance) for the offices, stores, demonstration and training accommodation and other buildings of the project.

Unloading and dockside facilities for project vessels and their catches, including landing labour and equipment, boxes, ice and other facilities needed for dealing with vessel catches, their sale, packing and distribution.

Facilities for vessel management, crowding, fuelling, icing, victualling, repair and maintenance.

Facilities for marketing demonstration including supplies of fish and ice.

Costs of travel of Fishery Officer and Master Fisherman Trainees to and from Country in which training is to take place.

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ANNEXCARIBBEAN REGIONAL FISHERIES DEVELOPMENT PROJECTSCHEDULE 2

Personnel, equipment, supplies, services and facilities to be provided free of charge by the Government of Jamaica in accordance with the terms of paragraph 16 of the Plan of Operations to which this schedule is attached.

1. Personal Services

- (a) Fisheries Biologist, subject to availability, for equivalent of 6 man-months per year for 3 years beginning September 1965 to participate in some vessel cruises and in preparation and evaluation of data collected.
- (b) Training Instructors, subject to availability, equivalent to 3 man-months per year for 3 years beginning September, 1965, to participate in Masterfishermen's training programme.
- (c) Assistant to Fleet Administrator to assist in procurement of supplies, keeping of records and inventories and to act as storekeeper - 36 man-months beginning September 1, 1965.
- (d) Stenographic services - 36 man-months beginning September 1, 1965.
- (e) Casual labour, as required, not to exceed 36 man-months beginning September 1, 1965.
- (f) Driver - 36 man-months beginning September 1, 1965.

2. Office Space and Office Equipment

700 square feet of office space comprising -  
4 rooms in close proximity to vessel  
operations facilities equipped with -

- 5 desks
- 2 tables (approx. 3' x 6')
- 5 desk chairs
- 5 office chairs
- 2 filing cabinets
- 2 typewriters
- 1 adding machine
- 30 feet of bookshelves
- 1 storage cabinet for office supplies.

3. Vessel Berthing and Gear and Equipment Storage Facilities

- (a) Pier space for 2 vessels of approximately 75 feet in length, minimum water depth 12½ feet low tide; pier to be able to carry vehicle loads of 5 tons gross weight and serviced with fresh water line and electrical shore power outlet.
- (b) 3000 square feet of dry storage space with cement floor and minimum height of 12 feet - well ventilated.

4. shore training Facilities for Fishermen

600 square feet of classroom space for 3 months a year on intermittent basis - for three years beginning January 1, 1966.

5. Vehicles

1 Automobile for use of project officers on project business for three years beginning September 1, 1965.

1 Truck (with driver) on intermittent basis for three years beginning September 1, 1965.

6. Services and Facilities

(a) Maintenance and operating costs of vehicles referred to in paragraph 5.

(b) Operating costs of any vessels supplied to the project by the Government of Jamaica.

(c) Cost of travel, other than that by vehicles referred to in paragraph 5, and subsistence of project staff within Jamaica, estimated at £400 per year, on business specifically related to development of Jamaican fisheries as agreed between project staff and the Government of Jamaica for 3 years beginning September 1, 1965.

(d) Exemption from harbour dues for vessels engaged in the project.

(e) Utilities (rent, hire charges, rates, cleaning, lighting and maintenance) for offices, stores, demonstration and fisheries training accommodation and other buildings of the project.

(f) Unloading and dockside facilities for project vessels and their catches, including cost of landing labour and equipment, boxes, ice and other facilities needed for dealing with vessel catches, after they have been landed, for their sale, packing and distribution. Project staff, in consultation with the Fisheries Division of the Government of Jamaica, will be responsible for disposal of catches.

(g) Cost of supplies of fish, to be secured by project staff, in addition to those landed by project vessels, and ice which may be required for marketing demonstration.

(h) Cost of cold storage space required for storage of vessels' catches and for marketing demonstration.

(i) Costs of travel of Fisheries Officer and Masterfishermen Trainees to and from country in which training is to take place.

ANNEXCARIBBEAN REGIONAL FISHERIES DEVELOPMENT PROJECTSCHEDULE 3

Personnel, equipment, supplies, services and facilities to be provided free of charge by the Government of the Netherlands Antilles in accordance with the terms of paragraph 16 of the Plan of Operations to which this Schedule is attached.

1. Personal Services

- (a) Fisheries Biologist for equivalent of 6 man-months per year for 3 years beginning September 1, 1965, to participate in some vessel cruises and in preparation and evaluation of data collected
- (b) Stenographic services required intermittently equivalent to 6 man-months per year for 3 years beginning September 1, 1965.
- (c) Casual labour not to exceed 12 man-months per year for 3 years beginning September 1, 1965.

2. Office Space

Office space of 250 square feet, equipped with -

2 desks	1 filing cabinet
2 desk chairs	1 typewriter
2 office chairs	Telephone connections

3. Shore Training Facilities for Fishermen

600 square feet of class-room space, together with chairs and desks for 15 fishermen trainees for 3 months per year on intermittent basis - for 3 years beginning September 1, 1965.

4. Vehicles

- (a) Local transportation for 15 fishermen trainees required intermittently equivalent to 3 months per year for 3 years beginning September 1, 1965.
- (b) One automobile and driver required intermittently for 6 months per year for 3 years beginning September 1, 1965.

5. Services and Facilities

- (a) Maintenance and operating costs of vehicles referred to in paragraph 4.
- (b) Maintenance and operating costs of any vessels supplied to the project by the Government of the Netherlands Antilles.

- (c) Cost of travel including subsistence of project staff within the Netherlands Antilles estimated at \$2,000.00 U.S. per year for three years beginning June 1, 1965.
- (d) Exemption from harbour dues for vessels engaged in project.
- (e) Utilities (rent, hire charges, rates, cleaning, lighting and maintenance) for offices, stores, fishermen, trainee accommodation and other buildings.
- (f) Unloading and dockside facilities for the 75 foot vessels, minimum water depth 12½ feet low tide. Pier to be able to carry vehicle loads of 5 tons gross weight, and serviced with fresh water line and electrical shore power outlet.
- (g) Landing labour and equipment, boxes, ice, and other facilities needed for dealing with vessel catches after they have been landed for their sale, packing and distribution.
- (h) Supplies of fish, apart from that landed by the project vessels, and ice which may be required for marketing demonstrations.
- (i) Cost of cold storage space required for storage of vessel catches and for marketing demonstrations.
- (j) Costs of travel of Fishery Officer and Master Fishermen Trainees to and from country in which training is to take place.

ANNEXCARIBBEAN REGIONAL FISHERIES DEVELOPMENT PROJECTSCHEDULE 4

Personnel, equipment, supplies, services and facilities to be provided free of charge by the Government of Suriname in accordance with the terms of paragraph 16 of the Plan of Operations to which this schedule is attached.

1. Personal Services

- (a) Casual labour not to exceed 12 man-months per year for three years beginning September 1, 1965.
- (b) Stenographic services equivalent to 3 man-months per year for three years beginning September 1, 1965.

2. Office Space

Office space of 250 square feet equipped with -

2 desks	1 filing cabinet
2 desk chairs	1 typewriter
2 office chairs	Telephone connections

3. Vehicles

One automobile and driver required intermittently for six months per year beginning September 1, 1965, for three years.

4. Services and Facilities

- (a) Maintenance and operating costs of vehicle referred to in paragraph 3.
- (b) Maintenance and operating costs of any vessels supplied by the Government of Suriname.
- (c) Cost of travel including subsistence of project staff in Suriname estimated at 1,500.00 U.S. per year for three years beginning June 1, 1965.
- (d) Exemption from harbour dues for vessels engaged in project.
- (e) Utilities (rent, hire charges, rates, cleaning, lighting and maintenance) for offices, stores and other buildings.
- (f) Unloading and dockside facilities for one 75 foot vessel, minimum water depth 12<sup>1</sup>/<sub>2</sub> feet low tide. Vessel to be able to carry vehicle loads of 5 tons gross weight, freshwater line and shore power outlet.
- (g) Landing labour and equipment, boxes, ice and other facilities needed for sealing with vessel catches after they have been landed, for their sale, packing and distribution.
- (h) Supplies of fish, apart from those landed by the project vessels, and ice which may be required for marketing demonstrations.
- (i) Cost of cold storage space required for storage of vessels' catches and for marketing demonstrations.
- (j) Cost of travel of Fishery Officers and Master Fishermen Trainees to and from country in which training is to take place.

ANNEXCARIBBEAN REGIONAL FISHERIES DEVELOPMENT PROJECTSCHEDULE 5

Personnel, equipment, supplies, services and facilities to be provided free of charge by the Government of British Guiana in accordance with the terms of paragraph 16 of the Plan of Operations to which this schedule is attached.

1. Personal Services

- (a) Casual labour not to exceed 12 man-months per year for three years beginning September 1, 1965.
- (b) Stenographic services equivalent to six man-months per year for three years beginning September 1, 1965.

2. Office Space

Office space of 250 square feet equipped with -

2 desks	1 filing cabinet
2 desk chairs	1 typewriter
2 office chairs	Telephonic connections

3. Vehicles

One automobile and driver required intermittently for six months per year beginning September 1, 1965, for three years.

4. Services and Facilities

- (a) Maintenance and operating costs of vehicle referred to in paragraph 3.
- (b) Maintenance and operating costs of any vessels supplied by the Government of British Guiana.
- (c) Cost of travel including subsistence of project staff in British Guiana estimated at 2,000 B.I per year for 3 years beginning June 1, 1965.
- (d) Exemption from harbour dues for vessels engaged in project.
- (e) Utilities (rent, hire charges, rates, cleaning, lighting and maintenance) for offices, stores and other buildings.
- (f) Unloading and dockside facilities for one 75 foot vessel, minimum water depth 12 $\frac{1}{2}$  feet low tide. Pier to be able to carry vehicle loads of 5 tons gross weight, fresh water line and shore power outlet.
- (g) Landing labour and equipment, boxes, ice and other facilities needed for dealing with vessel catches after they have been landed, for their sale, packing and distribution.
- (h) Supplies of fish, apart from those landed by the project vessels, and ice which may be required for marketing demonstrations.
- (i) Cost of cold storage space required for storage of vessels' catches and for marketing demonstrations.
- (j) Cost of travel of Fishery Officers and Master Fishermen Trainees to and from country in which training is to take place.

ANNEXCARIBBEAN REGIONAL FISHERIES DEVELOPMENT PROJECTSCHEDULE 6

Personnel, equipment, supplies, services and facilities to be provided free of charge by the Government of Barbados in accordance with the terms of paragraph 16 of the Plan of Operations to which this schedule is attached.

1. Personal Services

- (a) Training Instructors equivalent to three man-months per year for three years beginning September 1, 1965, to participate in Master Fishermen's Training Programme.
- (b) Clerical and typewriting services - 72 man-months beginning April 1, 1965.
- (c) Casual labour/watchmen - 72 man-months beginning April 1, 1965.

2. Office Space and Office Furniture and Equipment

3,000 square feet of office space comprising -

10 rooms in close proximity to vessel operations facilities equipped with -

12 desks  
7 tables (approx. 3' x 6')  
12 desk chairs  
15 office chairs  
4 filing cabinets  
4 typewriters  
1 adding machine  
60 feet of bookshelves  
1 storage cabinet for office supplies  
Telephone connections

3. Vessel Berthing and Gear and Equipment Storage Facilities

- (a) Pier space for 2 vessels of approximately 75 feet in length, minimum water depth 12½ feet low tide; pier to be able to carry vehicle loads of 5 tons gross weight and serviced with fresh water line and electrical shore power outlet.
- (b) 3000 square feet of dry storage space with cement floor and minimum height of 12 feet - well ventilated.

4. Shore Training Facilities for Fishermen

600 square feet of classroom space for three months a year on intermittent basis - for three years beginning June 1, 1965.

5. Vehicles

1 Truck (with driver) on intermittent basis for three years beginning September 1, 1965.

6. Services and Facilities

- (a) Maintenance and operating costs of vehicle referred to in paragraph 5.
- (b) Maintenance and operating costs of any vessels supplied to the project by the Government of Barbados.
- (c) Cost of travel including subsistence of project staff within Barbados estimated at \$300.00 B.W.I. per year for three years beginning September 1, 1965.
- (d) Exemption from harbour dues for vessels engaged in the project.
- (e) Utilities (rent, hire charges, rates, cleaning, lighting and maintenance) for offices, stores, demonstration and fisheries training accommodation and other buildings of the project.
- (f) Unloading and dockside facilities for project vessels and their catches, including landing labour and equipment, boxes, ice and other facilities needed for dealing with vessel catches, after they have been landed, for their sale, packing and distribution.
- (g) Supplies of fish, in addition to those landed by project vessels, and ice which may be required for marketing demonstration.
- (h) Cost of cold storage space required for storage of vessels' catches and for marketing demonstration.
- (i) Costs of travel of Fishery Officer and Master Fishermen Trainees to and from country in which training is to take place.

ANNEXCARIBBEAN REGIONAL FISHERIES DEVELOPMENT PROJECTSCHEDULE 7

Personnel, equipment, supplies, services and facilities to be provided free of charge by the Commonwealth of Puerto Rico in accordance with the terms of paragraph 16 of the Plan of Operations to which this Schedule is attached.

1. Personal Services

- (a) Fisheries Biologist for equivalent of 6 man-months per year for 3 years beginning September 1, 1965, to participate in some vessel cruises and in preparation and evaluation of data collected.
- (b) Stenographic services required intermittently equivalent to 6 men-months per year for 3 years beginning September 1, 1965.
- (c) Casual labour not to exceed 12 man-months per year for 3 years beginning September 1, 1965.

2. Office Space

Office space of 250 square feet, equipped with -

2 desks	1 filing cabinet
2 desk chairs	1 typewriter
2 office chairs	Telephone connections

3. Shore Training Facilities for Fishermen

600 square feet of class-room space, together with chairs and desks for 15 fishermen trainees for 3 months per year on intermittent basis - for 3 years beginning September 1, 1965.

4. Vehicles

- (a) Local transportation for 15 fishermen trainees required intermittently equivalent to 3 months per year for 3 years beginning September 1, 1965.
- (b) One automobile required intermittently for 6 months per year for 3 years beginning September 1, 1965.

5. Services and Facilities

- (a) Maintenance and operating costs of vehicles referred to in Paragraph 4.
- (b) Maintenance and operating costs of any vessels supplied to the project by the Commonwealth of Puerto Rico.
- (c) Cost of travel including subsistence of project staff within Puerto Rico estimated at \$1,000.00 U.S. per year for three years beginning June 1, 1965.
- (d) Utilities (rent, hire charges, rates, cleaning, lighting and maintenance) for offices, stores, fishermen trainee accommodation and other buildings.
- (e) Exemption from harbour dues for vessels engaged in the project.
- (f) Unloading and dockside facilities for two 75 foot vessels, minimum water depth 12½ feet low tide. Pier to be able to carry vehicle loads of 5 tons gross weight, and services with fresh water line and electrical shore power outlet.
- (g) Landing labour and equipment, boxes, ice, and other facilities needed for dealing with vessel catches, after they have been landed, for their sale, packing and distribution.
- (h) Supplies of fish, apart from that landed by the project vessels, and ice which may be required for marketing demonstrations.
- (i) Cost of cold storage space required for storage of vessels' catches for marketing demonstrations.
- (j) Costs of travel of Fishery Officer and Master Fishermen Trainees to and from country in which training is to take place.

## P L A N D ' O P E R A T I O N S

PROJET DU FONDS SPECIAL DES NATIONS UNIES

PROJET REGIONAL POUR LE DEVELOPPEMENT

DES PECHES DANS LES CARAIBES

JANVIER 1965

TIAS 6501

PLAN D'OPERATIONS

Fonds spécial des Nations Unies

PROJET REGIONAL POUR LE DEVELOPPEMENTDES PECHEES DANS LES CARAIBESTable des matières

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INTRODUCTION

Allocation du Fonds spécial: Dollars E.U. 2.548.400  
consistant en:  
Contribution du Fonds spécial: Dollars E.U. 1.775.600  
Contribution de contrepartie en espèces des gouvernements: Dollars E.U. 772.800  
Durée: 4 ans  
Organe d'exécution: Organisation des Nations Unies pour l'Alimentation et l'Agriculture  
Services officiels appelés à coopérer avec l'organe d'exécution: Ministères ou départements chargés du développement des pêches dans les pays participants

1. Les Etats et territoires qui participent au projet régional du Fonds spécial pour le développement des pêches dans les Caraïbes et qui ont signé à l'origine ce plan d'opérations sont les suivants:-

Barbade	
Guyane anglaise	
République dominicaine	
France - au nom des territoires suivants:	Guyane française Guadeloupe Martinique et leurs dépendances
Haiti	
Jamaïque	
Iles Leeward:	Antigua Montserrat Saint Christophe (Kitts) Nevis et Anseilla
Antilles néerlandaises	
Surinam	
Trinité et Tobago	
États-Unis d'Amérique - Iles Windward:	au nom de Porto Rico Grenade Sainte Lucie Saint Vincent

2. Ce plan d'opérations s'applique à un projet d'aide aux Etats et territoires participants, entrepris par le Fonds spécial des Nations Unies et dont l'exécution est confiée à l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture. Ledit plan est aussi le plan d'opérations visé au paragraphe 2 de l'Article premier des accords que les Etats participant audit projet et le Royaume-Uni, pour le compte des territoires participants placés sous sa dépendance, ont conclu avec le Fonds spécial des Nations Unies.

I. BUT ET DESCRIPTION

A. BUT

3. Le but est d'assurer, grâce à des campagnes d'exploration, des études et démonstrations en matière de commercialisation et des cours de formation professionnelle, une base pour le développement futur des pêches dans la région des Caraïbes en indiquant les meilleures voies à suivre pour augmenter la productivité, en créant un noyau de pêcheurs et de fonctionnaires des pêches qualifiés, en indiquant les moyens les plus économiques de développer le marché local et les exportations et en définissant les secteurs où des investissements de capitaux pourraient être les plus productifs dans l'avenir.

B. DESCRIPTION

4. Pour atteindre ce but, il est prévu trois catégories d'activités:

- (i) campagnes d'exploration,
- (ii) études et démonstrations en matière de commercialisation
- (iii) formation professionnelle.

5. Le projet durera quatre ans et comportera deux phases:

une phase préparatoire d'une durée approximative d'un an, au cours de laquelle seront prises les mesures suivantes:

Acquisition des bateaux, des engins et de l'équipement;

Mise sur pied à terre des installations nécessaires aux bateaux et organisation de la formation professionnelle;

Recrutement des équipages, du personnel de contrepartie pour les activités en matière de commercialisation et des instructeurs;

Elaboration des programmes de travail en matière d'exploration, de commercialisation et de formation professionnelle;

Sélection des patrons-pêcheurs stagiaires et des fonctionnaires des pêches stagiaires;

Exécution des études de marché préliminaires nécessaires.

Cette phase sera suivie d'une phase opérationnelle d'une durée approximative de trois ans. La durée respective des phases préparatoire et opérationnelle pourra varier selon les catégories d'activités. C'est ainsi que si la phase I, dans un secteur déterminé, est achevée plus tôt que prévu, la phase opérationnelle dans ce même domaine, pourra commencer avant la date envisagée. Au cours du projet, il est prévu de faire appel aux services d'un consultant pour donner aux gouvernements participants des conseils sur le financement du développement futur de leur industrie des pêches.

#### Campagnes d'exploration

6. Ce travail sera effectué sous contrat passé avec le "Bureau of Commercial Fisheries of the Fish and Wildlife Service of the United States, Department of the Interior", par des navires de pêche explorateurs ayant leur port d'attache dans les pays suivants :

La Barbade  
Jamaïque  
Antilles néerlandaises  
Trinité

7. Le terme "port d'attache" désigne le port qui est considéré comme la base normale d'un bateau utilisé dans le cadre du projet et où ce navire recontactera son équipage.

8. Des campagnes d'exploration seront entreprises dans les eaux considérées comme étant les lieux de pêche potentiellement les plus prometteurs, à savoir les eaux au large de la côte nord-est de l'Amérique du Sud; la partie sud de la mer des Caraïbes; les eaux proches de l'archipel s'étendant de la Grenade à la Jamaïque, y compris les bancs situés au largo. Les navires seront équipés pour faire les explorations voulues. Ils expérimenteront différentes techniques de pêche qui pourront comprendre la palangre et la pêche à l'appât vivant, aux filets maillants, à la traîne et au fou pour différentes espèces de thon et d'autres poissons pélagiques. La pêche à la ligne dans les récifs, le chalutage des poissons de fond et des crevettes, la pêche à la senne pour les poissons pélagiques ainsi que d'autres types de pêche pourront également être entrepris. Les navires explorateurs pourront effectuer les observations biologiques et océanographiques qui seront jugées réalisables et souhaitables.

#### Etudes et démonstrations en matière de commercialisation

9. L'attention se portera sur l'urgent besoin d'améliorer et de développer la commercialisation des produits de la pêche dans les trois domaines suivants:

marchés locaux  
commerce à l'intérieur de la région des Caraïbes, et  
exportations hors de la région des Caraïbes.

A la lumière d'une étude des problèmes de commercialisation existants, l'accent sera mis avant tout sur la démonstration de méthodes améliorées de traitement, de manipulation, de stockage et de distribution du poisson et des produits de la pêche. Des mesures seront également prises pour montrer les perspectives d'écoulement de différents produits sur les marchés d'exportation.

Formation professionnelle

10. La formation professionnelle des fonctionnaires des pêches et du patrons-pêcheurs sera organisée dans le cadre du projet. La formation professionnelle des fonctionnaires des pêches portera surtout sur les campagnes d'exploration, les méthodes de pêche, la conservation, le transport et la commercialisation, et mettra l'accent sur les aspects pratiques du développement des pêches. Quant aux futures patrons-pêcheurs, leur formation sera axée sur les techniques modernes de pêche, l'utilisation et la conduite de navires de plus fort tonnage, la conduite et l'entretien des moteurs, la fabrication et l'entretien des engins de pêche et la manipulation du poisson. Les fonctionnaires des pêches et les patrons-pêcheurs recevront un enseignement pratique à bord des navires explorateurs et lors de cours ayant lieu à terre.

11. Aux fins de la réalisation du projet, l'organe d'exécution, en consultation avec les gouvernements participants, prendra les dispositions nécessaires pour obtenir la coopération de tous les services et organismes s'occupant des pêches dans les Caraïbes.

12. Le siège du projet se trouvera à Bridgetown (La Barbade). Le gouvernement de La Barbade fournira les bureaux et installations nécessaires au personnel employé pour les besoins du projet. L'organe d'exécution prendra les arrangements nécessaires avec les autres gouvernements participants pour que soient fournis les bureaux et installations nécessaires au personnel spécialisé à travailler dans ces pays dans l'exercice de ses fonctions ainsi que les installations à terre dans les lieux où les navires explorateurs seront basés ou débarqueront leur pêche et dans les endroits où auront lieu les cours de formation professionnelle ainsi que les enquêtes et démonstrations en matière de commercialisation.

## II. OBLIGATIONS

### A. PARTICIPATION ET CONTRIBUTION DU FONDS SPECIAL

13. Le Fonds spécial fournira, par l'intermédiaire de l'organe d'exécution:

- (a) Experts et consultants. Un total de 354 mois d'experts, dont le détail figure à l'Annexe I, au document "Plan de travail et programme des dépenses", lui-même annexé au présent plan d'opérations, pour un montant estimé à dollars E.U. 601.800. L'organe d'exécution pourra opérer des ajustements peu importants dans la répartition des postes individuels, sans dépasser le total de 354 mois d'experts, si ces ajustements sont jugés être dans l'intérêt du projet.
- (b) Matériel et fournitures. Le matériel et les fournitures d'un montant total n'excédant pas dollars E.U. 595.000, dont le détail figure à l'Annexe I au document "Plan de travail et programme des dépenses", lui-même annexé au présent plan d'opérations.
- (c) Sous-contrats. L'organe d'exécution peut, avec l'accord des gouvernements participants, fournir certains des prestations visées dans le plan d'opérations en passant des contrats avec des personnes, organismes et services qualifiés. En particulier, l'organe d'exécution passera avec le "United States Bureau of Commercial Fisheries"

un contrat aux termes duquel cet organisme assurera des services et facilités pour la conduite des campagnes d'exploration prévues dans le projet, y compris 270 mois-hommes de services d'experts et de consultants, des campagnes d'exploration par des navires appartenant au "Bureau of Commercial Fisheries", une aide portant sur les plans des bateaux et les caractéristiques des engins de pêche et les conseils d'un groupe consultatif hautement qualifié, à concurrence d'un montant total ne dépassant pas dollars E.U. 421.800.

- (d) Divers. Divers services et facilités énumérés en détail dans l'Annexe I au "Plan de travail et programme des dépenses".
- (e) Conseiller financier. Afin d'aider à mobiliser des capitaux publics et privés pour financer le développement des pêches, le directeur général du Fonds spécial des Nations Unies pourra mettre à la disposition des gouvernements participants les services d'un conseiller familiarisé avec les problèmes de financement des pêches et connaissant bien la région des Caraïbes pour qu'il leur fournisse les conseils dont ils pourraient avoir besoin en matière de financement des pêches.

B. PARTICIPATION ET CONTRIBUTIONS DES GOUVERNEMENTS

(i) Contributions de contrepartie en espèces

14. Les gouvernements verseront en espèces l'équivalent de dollars E.U. 772.800 pour couvrir les dépenses suivantes:

(a) Personnel

Un total de 2677 mois-hommes de services de personnel de contrepartie, selon détail à l'Annexe I au document "Plan de travail et programme des dépenses", pour un montant estimé à l'équivalent de dollars E.U. 435.800. À condition de respecter ce total de mois-hommes, les gouvernements peuvent apporter des ajustements mineurs entre les différents postes quant à la durée d'affection, s'il s'avère que ces modifications sont dans l'intérêt du projet.

(b) Bureaux et installations à terre

Les bureaux et installations à terre, selon détail à l'Annexe I au "Plan de travail et programme des dépenses", pour un montant estimé à l'équivalent de dollars E.U. 50.000.

(c) Matériel et fournitures

L'équipement et les fournitures servant aux démonstrations de commercialisation, selon détail à l'Annexe I au "Plan de travail et programme des dépenses" ainsi que les frais de transport, de manutention et d'assurance du matériel utilisé dans le projet à l'exception des bateaux, pour un montant à l'équivalent de dollars E.U. 30.000.

(d) Frais d'entretien et de fonctionnement des navires

Un montant total estimé à l'équivalent de dollars E.U. 257.000 pour couvrir les frais d'entretien et de réparation des navires explorateurs, ainsi que les frais d'exploitation de ces navires, y compris le coût de la nourriture des équipages et des stagiaires se trouvant à bord et le coût des assurances maritimes.

15. L'estimation du montant de la contribution de contrepartie, dont le détail figure dans l'Annexe I au "Plan de travail et programme des dépenses", se fonde sur les renseignements les plus conformes aux réalités dont on dispose au moment de l'élaboration du plan d'opérations. Il est entendu que des fluctuations de prix en cours d'exécution du projet peuvent nécessiter un ajustement du montant nominal de ladite contribution; le montant de cette dernière doit toujours être déterminé d'après la valeur des services et des facilités nécessaires à la bonne exécution du projet.

(ii) Autres contributions

16. Les gouvernements fourniront gratuitement le personnel, les services et les facilités visés dans l'Annexe au présent Plan d'opération, conformément à une liste descriptive dont chaque gouvernement participant conviendra avec l'organe d'exécution. Nonobstant les engagements précis contractés à l'égard des contributions de contrepartie en nature mentionnées dans ces listes, les gouvernements participants se déclareront prêts à examiner favorablement toute modification qui peut être proposée par l'organe d'exécution dans l'intérêt de la bonne exécution du projet, y compris celle qui consiste à transférer d'un gouvernement à l'autre la charge de fournir l'une des prestations visées.

17. Les gouvernements participants mettront à la disposition du projet et du personnel qu'il emploie la totalité des informations, dossiers, rapports, publications et autres renseignements non secrets antérieurs qui concordent le travail entrepris par les différents services gouvernementaux ou d'autres institutions et qui peuvent être utiles pour l'exécution du projet. En particulier, ils fourniront toutes les statistiques existant sur la pêche, les prix et le commerce et autres informations sur la pêche et les conditions météorologiques. Ils faciliteront également l'accès du personnel employé dans le cadre du projet aux bateaux de pêche, aux établissements de traitement et de manutention du poisson et aux marchés.

C. AUTRES OBLIGATIONS DES GOUVERNEMENTS PARTICIPANTS

18. Les gouvernements prendront les mesures voulues pour obtenir la collaboration des divers services et organismes dans la mesure nécessaire à la réalisation du projet.

19. Les gouvernements considéreront favorablement l'assouplissement, dans la mesure nécessaire à la réalisation du projet, des restrictions qui peuvent s'appliquer à l'utilisation des bateaux de pêche dans leurs eaux territoriales, au profit de tous les bateaux de pêche employés pour les besoins du projet par l'organe d'exécution ou pour son compte.

20. Les gouvernements considéreront favorablement les propositions dont ils pourraient être saisis, par l'organisme d'exécution ou son nom, pendant la durée d'exécution du projet, à l'effet d'assurer ou de lever, dans la mesure nécessaire à la réalisation du projet, dans les territoires relevant de leur juridiction qui se trouvent dans l'aire géographique du projet, les restrictions en vigueur en matière de distribution et de vente du poisson et des produits de la pêche et en matière de commerce du poisson et des produits de la pêche entre eux et avec d'autres pays.

21. Les gouvernements désigneront, sur demande, les personnes devant suivre les cours de formation professionnelle pour fonctionnaires des pêches et patrons-pêcheurs. Les personnes désignées pour les cours de fonctionnaires des pêches devront avoir une formation de niveau au moins secondaire. Les personnes désignées pour les cours de patrons-pêcheurs devront avoir une grande expérience pratique de la pêche et devront être jugées capables de tirer profit du cours de formation. Les gouvernements s'engagent aussi à rémunérer les fonctionnaires des pêches stagiaires durant le temps passé en mer pendant la période de formation. Le montant des indemnités de subsistance des patrons-pêcheurs stagiaires et des fonctionnaires des pêches stagiaires pendant leur séjour à terre sera fixé par voie d'accord entre le Directeur du projet et les gouvernements. À la fin du cours de formation pour fonctionnaires des pêches, les gouvernements prendront en considération la nomination à des postes appropriés dans leurs services des pêches des stagiaires qu'ils avaient désignés et qui, ayant suivi avec succès le cours de formation organisé dans le cadre du projet, se sont vus décerner par l'organisme d'exécution un certificat à cet effet.

22. Les gouvernements examineront favorablement toute proposition dont l'organisme d'exécution pourrait les saisir pendant la durée du projet à l'effet de renforcer des effectifs de leurs services des pêches, afin que l'organisme d'exécution ou ses sous-traitants puissent bénéficier de l'aide du personnel de contre-partie nécessaire dans tous les domaines d'activités relevant du projet.

23. L'organisme d'exécution procédera à un échange de lettres avec chaque pays participant pour obtenir l'octroi des immunités et priviléges appropriés.

(iii) Versomment de la contribution en espèces des gouvernements

24. La contribution de contrepartie en espèces définie au paragraphe 14 ci-dessus, équivalant à dollars E.U. 772.800, sera versée en monnaie librement convertible, conformément au plan de paiement suivant :

Pays participants	P A R T S	Versements à effectuer				Versement total	
		A la signature du plan d'opérations	le 1er janvier ou avant				
			1966	1967	1968		
<u>équivalent en dollars E.U.</u>							
La Barbade							
Antigua							
Montserrat							
St. Christophe							
Nevis	2	25 400	34 400	30 500	12 700	103 000	
Anguilla							
La Grenade							
Ste. Lucie							
St. Vincent							
Guyane anglaise	1	12 700	17 200	15 250	6 410	51 560	
République dominicaine	1	12 700	17 200	15 250	6 410	51 560	
Guyane française							
Guadeloupe	1	12 700	17 200	15 250	6 410	51 560	
Martinique							
Haiti	1	12 700	17 200	15 250	6 410	151 560	
Jamalque	2	25 400	34 400	30 500	12 700	103 000	
Antilles néerlandaises	2	25 400	34 400	30 500	12 700	103 000	
Surinam	1	12 700	17 200	15 250	6 410	51 560	
Trinité et Tobago	2	25 400	34 400	30 500	12 700	103 000	
Porto Rico	2	25 400	34 400	30 500	12 700	103 000	
Total	14	190 400	257 600	229 600	95 200	772 800	

25. Les gouvernements participants s'acquitteront des versements ci-dessus en déposant les montants indiqués au crédit des comptes que le Fonds spécial des Nations Unies possède dans les banques suivantes:

Pays	Banque	Compte No (quand il existe)
La Barbade		
Antigua		
Montserrat		
St. Christophe	Midland Bank Limited Overseas Branch P.O. Box 181 60 Gracechurch Street Londres E.C. 3	1039
Nevis		
Anguilla		
La Grenade		
Ste. Lucie		
St. Vinoent		
Guyane anglaise	Barclays Bank DCO Georgetown	8253
République dominicaine	Banco de Reservas de la República Dominicana Oficina Principal Saint-Domingue	-
Guyane française	Société générale Dept. de l'étranger	0.967.166
Guadeloupe	Boîte postale 317-09	
Martinique	Paris 9e	
Haiti	Banque nationale de la République de Haïti Port-au-Prince	4446
Jamaïque	Barclays Bank DCO P.O. Box 120 Kingston	-
Antilles néerlandaises	Amsterdamsche Bank P.O. Box 155	09930
Surinam	La Haye	
Trinité et Tobago	Barclays Bank DCO P.O. Box 67 Marine Square Port of Spain	-

<u>Pays</u>	<u>Banque</u>	<u>Compte No.</u> (quand il existe)
Porto Rico	Chemical Bank New York Trust Company, United Nations Branch New York, N.Y.	-

26. Le Fonds spécial invitera les gouvernements des territoires qui deviendront indépendants postérieurement à la date de la signature du présent plan d'opérations et pendant la durée du projet à poursuivre leur participation, s'ils remplissent les conditions requises pour recevoir une aide du Fonds spécial. A condition qu'ils s'engagent à verser des contributions annuelles pendant le reste de la durée du projet et sous réserve qu'ils remplissent les autres conditions applicables aux participants d'origine, les gouvernements de ces territoires seront considérés comme participant au projet. La contribution en espèces du gouvernement précédent responsable des relations extérieures du pays en question sera alors réduite en conséquence pour les années du projet restant à courir.

27. Les montants à payer à chaque versement sont déterminés d'après le taux de change en vigueur aux Nations Unies au moment du versement. Le versement par les gouvernements participants de leurs contributions initiales en espèces est une condition préalable de l'octroi de l'aide du Fonds spécial. L'aide du Fonds spécial pendant la durée du projet ne sera maintenue que si les gouvernements participants s'acquittent de la totalité de leurs obligations annuelles, telles qu'elles sont prévues au paragraphe 24 ci-dessus.

28. Les gouvernements participants s'engagent à autoriser et faciliter le transfert au crédit d'un compte général (ouvert au nom de l'organe d'exécution à la "Barclays Bank D.C.O." de Bridgetown (Le Barbado) et l'utilisation aux fins du projet du produit net de la vente, par les soins ou au nom de l'organe d'exécution, de la pêche des navires explorateurs employés dans le cadre du projet. Le montant net ainsi encaissé pourra être utilisé pour faire face à des dépenses afférentes au projet devant être financées par la contribution de contrepartie en espèces des gouvernements visés au paragraphe 14 ci-dessus, au cas où cette contribution s'avérerait insuffisante pour financer les services et facilités spécifiés qui sont nécessaires à la bonne exécution du projet. L'utilisation de ces fonds par l'organe d'exécution est subordonnée à l'accord préalable du Fonds spécial et il doit en être rendu compte dans les révisions périodiques du programme des dépenses figurant dans le document "Plan de travail et programme des dépenses". Ces révisions seront communiquées aux gouvernements participants, conformément aux procédures du Fonds spécial. Ces montants seront transférés par l'organe d'exécution à un compte que le Fonds spécial désignera et ils seront considérés comme des contributions de contrepartie en espèces des gouvernements. A la fin du projet, le solde créditeur du compte général sera reversé aux gouvernements participants, la répartition se faisant proportionnellement à leurs contributions de contrepartie en espèces au projet.

**D. ORGANISATION**

29. L'Organisation des Nations Unies pour l'Alimentation et l'Agriculture assurera la fonction d'organes d'exécution pour le Fonds spécial des Nations Unies.

30. L'Organe d'exécution pourra passer contrat ou faire d'autres arrangements avec des organisations nationales ou internationales, si nécessaire, pour assurer l'exécution officielle du projet. Il sera tenu compte des programmes d'aide bilatérale et des organisations ayant une compétence particulière en matière des problèmes de la pêche dans la région des Caraïbes.

31. L'Organe d'exécution assumera la responsabilité d'ensemble pour l'exécution du projet, y compris pour les parties qui seraient sous-contractées à d'autres organisations; il assurera également le plein contrôle budgétaire des crédits alloués par le Fonds spécial. La mise en œuvre du projet sera préparée et dirigée par l'organe d'exécution par l'intermédiaire du directeur du projet et en consultation avec les gouvernements participants.

32. Les gouvernements participants désigneront des chargés de liaison par l'intermédiaire desquels seront établis les contacts entre l'organe d'exécution, le directeur du projet, et les gouvernements participants.

33. Les chargés de liaison recevront copie de tous les plans de travail avant leur adoption et les soumettront à leurs gouvernements respectifs. Ils pourront, au nom de leurs gouvernements respectifs, soumettre au Directeur du projet des propositions concernant le projet et examiner les propositions du Directeur du projet et présenter des observations à leur sujet. À la demande du Directeur du projet ils prendront les mesures nécessaires pour assurer en temps utile et d'une manière appropriée la fourniture, par les gouvernements participants, des locaux, du matériel des fournitures et du personnel prévus au chapitre II. B. ci-dessus.

34. A la demande du Directeur du projet, il sera organisé des réunions des chargés de liaison avec les représentants de l'organe d'exécution et du Fonds spécial, et comprenant le Directeur du Projet, le Directeur des programmes du Fonds spécial dans les Caraïbes, des membres de leur personnel et des représentants des sous-traitants.

35. A la fin de la douzième année du projet et, ultérieurement, chaque année, les gouvernements participants, en collaboration avec l'organe d'exécution, procéderont à un examen d'ensemble, basé sur les rapports fournis par l'organe d'exécution et portant sur les résultats obtenus par le projet et sur l'efficacité de son exécution en général; en particulier il faudra:

- (a) évaluer les résultats, à la date de cet examen, pour chaque pays participant;
- (b) examiner les mesures prises jusqu'à cette date pour l'application des résultats du projet au développement de l'industrie dans les divers pays participants;
- (c) présenter des suggestions pour l'application future au développement des pêches des résultats obtenus par le projet dans les différents domaines d'activité;

- (d) faire des recommandations à l'organisme d'exécution sur ce qui concerne les futurs programmes de travail dans les différents domaines, et
- (e) évaluer le travail fourni par les sous-traitants dans leurs domaines respectifs.

36. Toutes les dépenses effectuées par les fonctionnaires des gouvernements en ce qui concerne leur participation aux réunions convoquées en vertu des deux paragraphes précédents, ou se rapportant d'autre manière au projet, seront à la charge des gouvernements participants.

37. Le Directeur du projet, qui représentera l'organisme d'exécution en tout ce qui concerne le projet, sera nommé par l'organisme d'exécution. Sous le contrôle général de l'organisme d'exécution, ce Directeur aura la pleine responsabilité de la mise en œuvre du projet en conformité avec les termes du présent plan d'opérations, avec les contrats pouvant être conclus pour la mise en œuvre de certaines parties du programme, avec le plan de travail prévu au Chapitre II, E. ci-dessous et avec les différents règlements de l'organisme d'exécution.

38. Sauf dans les cas spécifiquement prévus dans les contrats passés par l'organisme d'exécution avec des sous-traitants, le Directeur du projet sera responsable de l'emploi des fonds attribués, sur les crédits du Fonds spécial, aux dépenses locales; il participera à la nomination du personnel national; il dirigera l'activité et les déplacements du personnel affecté au projet et contrôlera l'utilisation des bâtiments, du matériel, des fournitures et autres biens appartenant au Fonds spécial ou à l'organisme d'exécution, ou attribués au projet par les gouvernements en conformité avec leurs obligations telles qu'elles sont définies au chapitre II.B. ci-dessus.

39. Le Directeur du projet mettra à la disposition des parties intéressées les informations techniques dont il peut disposer et, s'il y a lieu, en assurera la publication aux fins de diffusion.

40. Le personnel international affecté au projet sera employé par l'organisme d'exécution. Le personnel national prévu au chapitre II.B. ci-dessus, au titre de la contribution de contrepartie en espèces des gouvernements, sera normalement nommé par les services gouvernementaux compétents après consultation du Directeur du projet. Au bassin, les services de ce personnel pourront être assurés grâce à un contrat conclu entre l'organisme d'exécution et les services gouvernementaux intéressés. Les membres de ce personnel ne seront pas considérés comme des employés de l'organisme d'exécution.

41. Tout l'équipement fourni au projet par l'organisme d'exécution et prévu au paragraphe 13 ci-dessus et dans l'Appendice I du plan de travail et du programme des dépenses demeurera la propriété du Fonds spécial, et sera détenu, au nom du Fonds spécial, par l'organisme d'exécution pendant toute la période couverte par le présent plan d'opérations, sauf si, exceptionnellement, d'autres arrangements sont convenus entre l'Organisme d'exécution, le Fonds spécial et le ou les gouvernements intéressés.

**E. PLAN DE TRAVAIL ET PROGRAMME DES DEPENSES**

42. Dans le cadre du présent plan d'opérations, un plan de travail et un programme des dépenses ont été préparés pour la période sur laquelle portera l'assistance du Fonds spécial. Ces documents seront signés par les représentants autorisés de l'organe d'exécution et du Fonds spécial. Il pourra être nécessaire de réviser ce plan de travail et ce programme des dépenses pendant l'exécution du projet et à la lumière des prévisions des besoins futurs; ces révisions devront être approuvées par l'organe d'exécution et le Fonds spécial. Le plan de travail et le programme des dépenses seront annexés au présent plan d'opérations sans que soit modifiée pour autant la procédure indiquée ci-dessus relative à la signature et à la révision.

**F. DÉROULEMENT DES OPERATIONS**

43. La durée du projet est de 4 ans. L'organe d'exécution commencera l'exécution du projet au récépt de l'autorisation écrite donnée par le Directeur général du Fonds spécial. Une phase préparatoire d'une durée approximative d'un an sera suivie d'une phase opérationnelle d'une durée approximative de trois ans.

44. Dès que le projet deviendra opérationnel, l'organe d'exécution entreprendra le recrutement des experts conformément aux directives figurant dans le calendrier des opérations inclus dans le plan de travail et dans le programme des dépenses mentionnés au paragraphe 42 du présent plan d'opérations et passera commande du matériel et des fournitures nécessaires au projet.

**III. BUDGET**

45. Le coût estimé des services et facilités qui doivent être fournis pour le projet, exception faite de ceux qui seront fournis par les gouvernements en conformité du paragraphe 16 ci-dessus, est indiqué en détail dans le programme des dépenses figurant à l'annexe intitulée "Plan de Travail et Programme des Dépenses". Le Fonds spécial et les gouvernements fourniront des fonds de la manière suivante:

Allocation du Fonds spécial (Appendice) dollars U.S. 2,543,400

consistant en :

Contribution du Fonds spécial dollars U.S. 1,775,600

Contribution de contrepartie dollars U.S. 772,800  
en espèces des gouvernements

**IV. RAPPORTS**

46. L'organe d'exécution soumettra aux gouvernements participants un rapport préliminaire couvrant la première année du plan de travail à fournir après la signature du plan de travail et du programme des dépenses.

47. L'organe d'exécution soumettra chaque année aux gouvernements participants un rapport concernant les dépenses à imputer sur les versements ou espèces effectués au Fonds spécial par les gouvernements au titre des dépenses de contre partie visées au paragraphe 14 ci-dessus.

48. Dès que possible après l'achèvement du projet et au plus tard six mois après, l'organe d'exécution soumettra, au Directeur général du Fonds spécial qui le transmettra aux gouvernements, un rapport final et complet sur le projet.

49. A la fin de chaque année civile, les gouvernements et l'organe d'exécution soumettront un inventaire commun authentifié du matériel du projet acheté à l'aide des crédits alloués par le Fonds spécial et dont l'organe d'exécution restera propriétaire au nom du Fonds spécial.

V. MESURES A PRENDRE APRES LA CESSATION DE L'ASSISTANCE DU FONDS SPECIAL

50. On pourra s'attendre que le projet indiquera quelles sont les ressources disponibles, en particulier en ce qui concerne les poissons pélagiques, et quelles sont les meilleures méthodes pour exploiter ces ressources; qu'il aidera, grâce à des démonstrations, à améliorer la qualité des produits de la pêche, leur vente et leur distribution; et qu'il permettra de former un noyau de fonctionnaires des pêches et de maîtres-pêcheurs. En outre, des avis seront fournis en matière financière concernant les moyens d'obtenir les capitaux requis pour mettre à profit les enseignements tirés du projet. Les gouvernements participants s'engagent à prendre les mesures nécessaires pour appliquer les résultats du projet au développement de leur industrie nationale des pêches, et pour intensifier la coopération entre pays dans le domaine des pêches en mettant sur pied les mécanismes de coordination appropriés; en aidant l'industrie à améliorer ses bateaux de pêche, engins et équipement; en facilitant une meilleure commercialisation du poisson destiné tant à la consommation locale qu'à l'exportation, et en utilisant dans des postes appropriés les fonctionnaires des pêches formés grâce au projet.

51. Quand le projet aura été mené à bonne fin, les gouvernements, l'organe d'exécution et le Fonds spécial se consulteront afin de déterminer les mesures qui il y aura lieu de prendre en ce qui concerne la disposition de l'équipement détenu à ce moment-là par l'organe d'exécution au nom du Fonds spécial.

VI. SIGNATURE

52. Le présent plan d'opérations rédigé en langues anglaise, française et espagnole, chacune de ces versions faisant également foi, sera ouvert à la signature des gouvernements participants à \_\_\_\_\_ jusqu'au \_\_\_\_\_ 196\_\_\_\_\_ et ultérieurement, au Siège des Nations Unies à New York.

53. Le Secrétaire Général des Nations Unies adressera des copies certifiées de ce plan d'opérations à chacun des gouvernements participants, au Fonds spécial et à l'organe d'exécution.

54. Accepté par les représentants dûment autorisés des gouvernements participant au projet, de l'organe d'exécution et du Fonds spécial

Paul-Marc Henry  
pour le Fonds spécial des  
Nations Unies

le 27 août 1965  
Date

M.A. Greene  
pour l'Organisation des Nations  
Unies pour l'Alimentation et  
l'Agriculture.

le 27 août 1965  
Date

\_\_\_\_\_  
Signature \_\_\_\_\_ Date

pour le gouvernement de la Barbade

E. Barrow \_\_\_\_\_ Signature le 13 février 1966  
Date

pour le gouvernement de Antigua

D. Rose \_\_\_\_\_ Signature le 30 mars 1965  
Date

pour le gouvernement de Montserrat

D. Gibbs \_\_\_\_\_ Signature le 30 mars 1965  
Date

pour le gouvernement de Saint-Christophe-et-Nièves, et Anguilla

H. Howard \_\_\_\_\_ Signature le 29 mars 1965  
Date

pour le gouvernement de la Grenade

I. Turbott \_\_\_\_\_ Signature le 11 avril 1965  
Date

pour le gouvernement de Sainte-Lucie

G. Bryan Signature

le 1<sup>er</sup> avril 1965  
Date

pour le gouvernement de Saint-Vincent

S. Graham Signature

le 8 avril 1965  
Date

pour le gouvernement de la Guyane britannique

L. John Signature

le 25 février 1965  
Date

pour le gouvernement de la République Dominicaine

A. L. Pumarol Signature

le 29 décembre 1965  
Date

pour le gouvernement de la République française

R. Seydoux Signature

le 22 juin 1965  
Date

pour le gouvernement de la Jamaïque

J. Gyles Signature

le 24 mars 1965  
Date

pour le gouvernement des Antilles néerlandaises

I. Dahrot Signature

le 18 février 1965  
Date

pour le gouvernement de Surinam

H. Radhakinshun Signature

le 22 février 1965  
Date

pour le gouvernement de la Trinité-et-Tobago

Ellis Clarke Signature

le 8 juillet 1965  
Date

pour le gouvernement des Etats-Unis d'Amérique

James Roosevelt Signature

le 6 avril 1966  
Date

pour le gouvernement de la Dominique

Keith Urwin Signature

le 2 mai 1966  
Date

pour le gouvernement de \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

pour le gouvernement de \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

pour le gouvernement de \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ANNEXEPROJET REGIONAL POUR LE DEVELOPPEMENT DES PECHES  
DANS LES CARAIBES

PERSONNEL, MATERIEL, FOURNITURES, SERVICES ET FACILITES POUVANT ETRE DEMANDES PAR LE DIRECTEUR DU PROJET EN SUS DE CEUX FOURNIS A L'AIDE DES CONTRIBUTIONS EN ESPECES DES GOUVERNEMENTS

1. Les Gouvernements participants s'engagent à fournir pour le projet susnommé, à titre gratuit, le personnel, le matériel, les fournitures, les services et facilités désignés ci-après, dont pourrait avoir besoin le Directeur du projet, et conformément aux termes du paragraphe 16 du Plan d'opérations auquel est jointe cette annexe.

2. Personnel

Biologistes des pêches pour l'exécution du projet d'exploration de pêches, tant à bord, que dans les laboratoires à terre.

Instructeurs pour les cours de formation professionnelle à l'intention des fonctionnaires des pêches et des maîtres-pêcheurs.

Personnel à terre nécessaire pour assurer d'une manière efficace l'entretien et la bonne marche des navires d'exploration.

Personnel employé de façon intermittente.

3. Matériel et Fournitures

Mobilier et matériel de bureaux, magasins et locaux utilisés pour les démonstrations et la formation professionnelle, et autres bâtiments pouvant être requis en sus de ceux qui sont fournis au titre de la contribution en espèces du gouvernement.

Véhicules utilisés par le personnel pour des travaux intéressant le projet.

4. Services et facilités

Dépenses d'entretien et de fonctionnement des véhicules visés au paragraphe 3 ci-dessus.

Coûts de l'affrètement ou de la location des navires fournis au projet par le gouvernement, y compris toutes les dépenses d'utilisation de ces navires.

Frais de voyage dans le pays participant du personnel du projet.

Installations portuaires et d'accostage, appartenant au gouvernement participant.

Exemption des droits de port pour les navires participant aux opérations du projet.

Services divers (loyer, locations, redevances, chauffage, nettoyage, éclairage et entretien des bureaux, magasins, locaux de démonstration et d'enseignement et autres bâtiments utilisés pour le projet.

Installations pour le déchargement et à quai pour les navires du projet et leur pêche, comprenant la main-d'œuvre et le matériel de déchargement, les caisses, la glace et autres facilités nécessaires pour s'occuper du poisson pêché par les navires et en assurer la vente, l'emballage et la distribution.

Facilités pour l'armement des navires, les réparations et leur entretien.

Facilités pour les démonstrations de commercialisation, notamment la fourniture de poisson et de glace.

Frais de voyage aller et retour des fonctionnaires des pêches et des maîtres-pêcheurs affectés comme stagiaires à un centre de formation.

## P L A N   D E   O P E R A C I O N E S

PROYECTO DEL FONDO ESPECIAL DE LAS NACIONES UNIDAS:

PROYECTO DE DESARROLLO PESQUERO EN LA

REGION DEL CARIBE

ENERO 1965

TIAS 6501

PLAN DE OPERACIONES

Fondo Especial de las Naciones Unidas

Proyecto de desarrollo pesquero en la  
región del CaribeIndice

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\* \* \* \*

INTRODUCCION

Asignación del Fondo Especial \$E.U.A. 2,548,400

Consistente en:

Contribución del Fondo Especial \$E.U.A. 1,775,600

Contribución de contrapartida  
del Gobierno en efectivo: \$E.U.A. 772,800

Duración: Cuatro años

Organismo de ejecución: Organización de las Naciones  
Unidas para la Agricultura  
y la Alimentación

Organismos gubernamentales  
participantes: Los Ministerios o las Direcciones  
competentes de los Gobiernos  
Participantes que se encarguen  
del fomento de la pesca.

1. Los estados y territorios que participan en este proyecto regional del Fondo Especial de las Naciones Unidas para el desarrollo de las pesquerías del Caribe y los primeros signatarios de este Plan de Operaciones son los siguientes:

Barbada  
Guayana Británica  
República Dominicana  
Francia, por cuenta de: Guayana Francesa  
Guadalupe  
Martinica  
y sus dependencias

Haití  
Jamaica  
Islas de Sotavento: Antigua  
Montserrat  
San Cristóbal (Kitts),  
Nevis y Anguilla

Antillas Neerlandesas  
Surinam  
Trinidad y Tabago  
Estados Unidos de América,  
Islas de Barlovento: en nombre de Puerto Rico  
Granada  
Santa Lucía  
San Vicente

2. Este Plan de Operaciones se refiere a un proyecto de asistencia del Fondo Especial de las Naciones Unidas a los estados y territorios participantes, y para el cual actuará como Organismo de Ejecución la Organización de las Naciones Unidas para la Agricultura y la Alimentación. El Plan será también el Plan de Operaciones a que se refiere el párrafo 2 del Artículo I de los Acuerdos que han firmado con el Fondo Especial de las Naciones Unidas los Estados que participan en este proyecto, y el Reino Unido por cuenta de los territorios no autónomos participantes.

I. FINALIDAD Y DESCRIPCION

A. FINALIDAD

3. La finalidad que persigue el proyecto es la de proporcionar, mediante la pesca exploratoria, estudio y demostración de mercados, y capacitación técnica, una base para el desarrollo futuro de las pesquerías en la región del Caribe, señalando las formas más eficaces para incrementar la productividad de las pesquerías; creando un núcleo de pescadores y oficiales de pesca capacitados; señalando las formas más económicas de ampliar los mercados internos y de exportación; y delimitando los campos más prometedores para las inversiones de capital.

B. DESCRIPCION

4. Para alcanzar esa finalidad, el proyecto constará de tres partes, a saber:

- (i) pesca exploratoria;
- (ii) estudios y demostraciones de comercialización; y
- (iii) capacitación técnica.

5. Se dividirá en dos etapas el período cuatrienal del proyecto. La etapa preparatoria abarcará aproximadamente un año, en el transcurso del cual:

Se adquirirán embarcaciones, artes y equipo;

Se prepararán instalaciones y servicios en tierra para las embarcaciones y se elaborarán los planes de capacitación;

Se reclutarán tripulaciones para las embarcaciones, personal local para las actividades de comercialización e instructores;

Se formularán los programas de trabajo en pesca exploratoria, comercialización y capacitación;

Se hará una selección de candidatos para asistir a los cursillos de capacitación para patrones y oficiales de pesca; y

Se terminarán los estudios preliminares necesarios sobre mercados.

A esta etapa seguirá otra de ejecución que durará tres años aproximadamente. La división que se haga entre las etapas preparatoria y ejecutiva del proyecto puede variar entre sus distintas secciones. La pronta terminación de la primera etapa en cualquier campo permitirá iniciar antes la etapa de ejecución en el mismo. Durante el curso del proyecto se ha previsto facilitar los servicios de un consultor para que asesore a los Gobiernos Participantes acerca de la financiación de un mayor desarrollo de sus pesquerías.

#### Pesca exploratoria

6. En esta esfera se realizan los trabajos por contrata mediante acuerdos concertados con la Oficina de Pesquerías Comerciales del Servicio de Caza y Pesca del Departamento del Interior de los Estados Unidos, confiándose la pesca exploratoria a embarcaciones pesqueras con puertos base en los siguientes países:

Barbada  
Jamaica  
Antillas Neerlandesas  
Trinidad

7. La expresión "puerto base" significa el puerto donde de ordinario estará atracada la embarcación del proyecto y donde reclutarán su tripulación.

8. La pesca exploratoria se llevará a cabo en las aguas que se consideren potencialmente como los caladeros de mayor abundancia de peces. A saber, las aguas que banan la costa nortoriental de Sudamérica; la parte meridional del Mar Caribe; y las aguas que bordean la cadena de islas que va de Granada a Jamaica, con inclusión de los bancos de altura. Se facilitarán embarcaciones para la pesca exploratoria. Se ensayarán diferentes técnicas que comprenden la pesca con palangre, con cebo vivo, con redes de enmallé, con curricán y con luces para pescar diversas especies de atún y otras especies pelágicas. También podría emprenderse la pesca con caña de peces de los arrecifes, pesca al arrastre de camarones y peces de fondo, pesca con redes de cerco de especies pelágicas y de otras clases. Las embarcaciones de pesca exploratoria pueden realizar toda clase de observaciones biológicas y oceanográficas que se consideren viables y convenientes.

#### Estudios y demostraciones de comercialización

9. El proyecto atenderá a la necesidad apremiante de mejorar y ampliar la comercialización de los productos pesqueros en los tres campos que siguen:

los mercados internos;  
el comercio intrarrregional del Caribe; y  
el comercio de exportación fuera de la zona  
del Caribe.

Sobre la base de un estudio de los problemas de comercialización actuales, se atenderá ante todo a la demostración práctica de métodos mejorados de elaboración, manipulación, almacenamiento y distribución del pescado y de los productos pesqueros. También se adoptarán medidas para demostrar las posibilidades de distintos productos en los mercados de exportación.

Capacitación

10. El proyecto organizará planes de capacitación para formar oficiales y patrones de pesca. La capacitación de los oficiales de pesca se concentrará en la pesca exploratoria, los métodos de pesca, la conservación del pescado, los transportes y la comercialización, insistiendo en los aspectos prácticos del desarrollo de la industria. Se capacitará a los futuros patrones de pesca en las modernas técnicas pesqueras, dirección y navegación con barcos más grandes, manejo y conservación de motores, fabricación y conservación de artes de pesca, y manipulación del pescado. Se hará la formación práctica, tanto de oficiales como de patrones de pesca, en las propias embarcaciones de pesca exploratoria y, asimismo, en los cursos que se sigan en tierra.

11. En la ejecución del proyecto, el Organismo de Ejecución se encargará, en consulta con los Gobiernos Participantes, de hacer todos los arreglos necesarios para procurar la ayuda y colaboración de todos los organismos interesados en los problemas pesqueros de la zona del Caribe.

12. Se situará la sede del proyecto en Bridgetown, Barbada. El Gobierno de la isla de Barbada facilitará las oficinas y otras instalaciones necesarias para el personal del proyecto. Correspondrá al Organismo de Ejecución concertar los acuerdos que fuere menester con otros Gobiernos Participantes, para proporcionar locales de oficinas y servicios al personal del proyecto, cuando éste tenga que trabajar en esos países en el cumplimiento de sus funciones, y para disponer de los servicios portuarios necesarios en los lugares donde estén atracadas las embarcaciones exploratorias o donde hayan de desembarcar sus capturas, y en donde vayan a llevarse a cabo los cursos de capacitación y los estudios y las demostraciones prácticas de comercialización.

II. OBLIGACIONES

A. PARTICIPACIÓN Y CONTRIBUCIÓN DEL FONDO ESPECIAL

13. El Fondo Especial facilitará lo siguiente por medio del Organismo de Ejecución:

- (a) Expertos y Consultores. Un total de 354 meses/hombre de servicios de expertos, según se especifica en el Apéndice I del Plan de Trabajo y Plan de Gastos que se anexa a este Plan de Operaciones, por un valor estimado de 601.800 dólares E.U.A. Dentro de ese total de 354 meses/hombre, el Organismo de Ejecución podrá hacer ajustes menores en la asignación a cada uno de los puestos, si ello fuese conveniente para el proyecto.

- (b) Equipo y suministros. Equipo y suministros por un valor que no excede de 595.000 dólares E.U.A., según se detalla en el Apéndice I del Plan de Trabajo y Plan de Gastos que se anexa a este Plan de Operaciones.
- (c) Trabajos por contrata. El Organismo de Ejecución puede, con la aprobación de los Gobiernos Participantes, proporcionar determinados servicios, instalaciones y equipo que se prestarán dentro del marco de este Plan de Operaciones por contrata con personas, organizaciones y organismos competentes. Cabe señalar que, en particular, el Organismo de Ejecución va a concertar un contrato con la Oficina de Pescaderías Comerciales de los Estados Unidos, en virtud del cual esta última prestará servicios e instalaciones para llevar a cabo la parte del proyecto que trata de pesca exploratoria, labor que comprende 270 meses/hombre de servicios de expertos y consultores, cruceros de pesca exploratoria de embarcaciones de la Oficina; ayuda en el diseño de embarcaciones y especificación de artes de pesca y el asesoramiento de un grupo de consultores altamente calificados; representando todo ello un costo total que no excede de 421.800 dólares E.U.A.
- (d) Otros gastos diversos. Servicios e instalaciones diversos, según se detalla en el Apéndice I del Plan de Trabajo y Plan de Gastos.
- (e) Consultor financiero. Para contribuir a la movilización de capitales públicos y privados destinados al desarrollo de la industria, el Director General del Fondo Especial de las Naciones Unidas puede facilitar, en la etapa adecuada del proyecto, los servicios de un consultor familiarizado con la financiación de la industria y con la Zona del Caribe, para que asesore a los Gobiernos Participantes sobre la financiación de la industria.

#### B. PARTICIPACION Y CONTRIBUCIONES DE LOS GOBIERNOS

##### (i) Contribuciones de contrapartida en efectivo

14. Los Gobiernos pagarán en efectivo el equivalente de 772.800 dólares E.U.A. para cubrir el costo de:

###### (a) Servicios de personal

Un total de 2.677 meses/hombre de servicios de personal local según se detalla en el Apéndice I del Plan de Trabajo y Plan de Gastos de este proyecto, con un costo estimado del equivalente de 435.800 dólares E.U.A. Dentro de ese total de meses/hombre, el Organismo de Ejecución podrá hacer ajustes menores en la asignación de cada uno de los puestos, si ello fuese conveniente para el proyecto.

(b) Lcales para oficinas y servicios en tierra

Los locales para oficinas y servicios en tierra que se detallan en el Apéndice I del Plan de Trabajo y Plan de Gastos de este proyecto, con un costo estimado del equivalente de 50.000 dólares E.U.A.

(c) Equipo y suministros

El equipo y los suministros para las demostraciones prácticas de comercialización según se detallan en el Apéndice I del Plan de Trabajo y Plan de Gastos de este proyecto, más el costo de transportes, manipulación y seguros del equipo del proyecto (excluidas las embarcaciones) a un costo estimado del equivalente de 30.000 dólares E.U.A.

(d) Conservación y gastos de explotación de las embarcaciones

Un total estimado en el equivalente de 257.000 dólares E.U.A., para cubrir los gastos de conservación y reparación de las embarcaciones de pesca exploratoria, y los gastos de explotación de las embarcaciones que comprenden el costo de alimentación de la tripulación y de los cursillistas a bordo, y el costo de seguros marítimos.

15. El costo estimado de la contribución de contrapartida según el detalle del Apéndice I del Plan de Trabajo y Plan de Gastos de este proyecto se basa en la información más fehaciente disponible en el momento de prepararse este Plan de Operaciones. Se entiende que las fluctuaciones de precio durante el período de ejecución del proyecto pueden hacer necesario un ajuste de dicha contribución en función de su valor monetario; este valor se determinará en todos los casos a base del valor de los servicios y bienes que requiera la adecuada ejecución del proyecto.

(ii) Otras contribuciones

16. Los Gobiernos facilitarán al proyecto, gratuitamente, el personal, los servicios y las instalaciones que se enumeran en el Anexo a este Plan de Operaciones, de conformidad con listas independientes que se confec-cionarán de común acuerdo entre los Gobiernos Participantes y el Organismo de Ejecución. No obstante las obligaciones específicas contraídas respecto de las contribuciones de contrapartida en especie, según lo expues-to en esas listas, los Gobiernos Participantes se comprometen a examinar favorablemente cualesquiera enmiendas que le proponga el Organismo de Ejecución, que comprenden la transferencia de obligaciones de un gobierno a otro respecto de tales contribuciones, en beneficio del buen funcionamiento del proyecto.

17. Los Gobiernos Participantes pondrán a disposición del proyecto y de su personal todos los datos, registros e informes, publicaciones e información sin clasificar sobre la labor emprendida por los diversos organismos gubernamentales u otras instituciones, que puedan ser de utilidad para

la ejecución del proyecto. Facilitarán, en particular, todos los registros existentes sobre estadísticas de captura pesquera, estadísticas comerciales y precios, registros pesqueros y datos meteorológicos. Asimismo, facilitarán el acceso del personal de proyecto a las embarcaciones pesqueras comerciales, a las fábricas de elaboración y manipulación del pescado y a los mercados.

C. OTRAS OBLIGACIONES DE LOS GOBIERNOS PARTICIPANTES

18. Los Gobiernos adoptarán las medidas necesarias para obtener la colaboración de órganos, centros y organizaciones oficiales, en la medida en que sea preciso para cumplir las finalidades que persigue el proyecto.

19. Los Gobiernos estudiarán con interés la posibilidad de liberalizar las restricciones que pudiesen aplicar a la explotación de embarcaciones pesqueras dentro de sus aguas territoriales, cada vez que se trate de la explotación de embarcaciones por parte del Organismo de Ejecución o en nombre de éste y en el desarrollo de las actividades del proyecto, en la medida en que sea preciso para la consecución de las finalidades del mismo.

20. Los Gobiernos estudiarán favorablemente las propuestas que se les formulen en el curso de la ejecución del proyecto, ya sea en nombre del Organismo de Ejecución y las que formule éste directamente para liberalizar o suprimir restricciones o procedimientos vigentes en la actualidad en sus territorios, en la zona abarcada por el proyecto, sobre la distribución y venta de pescado y productos pesqueros, y sobre el comercio de pescado y productos pesqueros entre los países de la región y terceros países, según sea necesario para llevar a cabo las finalidades del proyecto.

21. Previa petición, los Gobiernos designarán a las personas que han de asistir a los cursos de capacitación de futuros oficiales y patrones de pesca. Las personas elegidas para asistir a los cursos de oficiales de pesca deberán contar cuando menos con estudios equivalentes al bachillerato. En cambio, los elegidos para los cursos de patrones de pesca tienen que contar con una experiencia práctica apreciable como pescadores y reunir, al mismo tiempo, las condiciones personales que permitan suponer que van a sacar provecho del cursillo de instrucción. Los gobiernos se comprometen, además, a pagar los sueldos de los candidatos a oficiales de pesca en el tiempo que dure su instrucción en el mar. Se fijarán mediante acuerdo entre el Director del Proyecto y los gobiernos interesados las dietas de manutención a los cursillistas de una y otra clase mientras estén en tierra. Al finalizar los cursillos de capacitación, los gobiernos estudiarán la posibilidad de colocar en puestos adecuados de sus servicios de pesca a los oficiales propuestos por ellos que acrediten con un certificado expedido por el Organismo de Ejecución que han terminado con éxito el curso de capacitación encuadrado en este proyecto.

22. Los gobiernos estudiarán favorablemente las propuestas que les formule el Organismo de Ejecución durante la realización del proyecto, encaminadas a aumentar la plantilla de sus servicios de pesca cuando sea necesario, de modo que puedan facilitar al Organismo de Ejecución o a los contratistas, suficiente número de personal local en todas las esferas de actividad que lleven a cabo en el proyecto.

23. El Organismo de Ejecución se encargará, cuando proceda, de conceder prerrogativas e inmunidades a los países participantes mediante un intercambio de correspondencia con cada país interesado.

(iii) Pago de las contribuciones del Gobierno en efectivo

24. Las contribuciones de contrapartida en efectivo descritas en el párrafo 14 supra, en la cantidad equivalente de 772.800 dólares E.U.A., se pagarán en monedas de libre convertibilidad con arreglo al siguiente plan:

Países participantes	C U O T A S	Pagos por hacer				Pagos totales	
		Al firmar el Plan de Ope- raciones	Al 1º de enero o antes				
			1966	1967	1968		
<u>Equivalentes en \$E.U.A.</u>							
Barbada							
Antigua							
Montserrat							
San Cristóbal							
Nevis	2	25.400	34.400	30.500	12.700	103.000	
Anguilla							
Granada							
Santa Lucía							
San Vicente							
Guayana Británica	1	12.700	17.200	15.250	6.410	51.560	
República Dominicana	1	12.700	17.200	15.250	6.410	51.560	
Guayana Francesa							
Guadalupe	1	12.700	17.200	15.250	6.410	51.560	
Martinica							
Haití	1	12.700	17.200	15.250	6.410	51.560	
Jamaica	2	25.400	34.400	30.500	12.700	103.000	
Antillas Neerlandesas	2	25.400	34.400	30.500	12.700	103.000	
Surinam	1	12.700	17.200	15.250	6.410	51.560	
Trinidad y Tobago	2	25.400	34.400	30.500	12.700	103.000	
Puerto Rico	2	25.400	34.400	30.500	12.700	103.000	
Total	15	190.400	257.600	229.600	95.200	772.800	

25. Los pagos que efectúen los Gobiernos Participantes de conformidad con el plan que antecede se harán depositando las sumas especificadas en la cuenta especial del Fondo Especial de las Naciones Unidas, en los siguientes bancos:

<u>País</u>	<u>Banco</u>	<u>Cuenta nº (de tenerlo)</u>
Barbada		
Antigua		
Montserrat		
San Cristóbal	Midland Bank Limited Overseas Branch P.O. Box 181 60 Gracechurch Street Londres E.C.3	1039
Nevis		
Anguilla		
Granada		
Santa Lucía		
San Vicente		
Guayana Británica	Barclays Bank DCO Georgetown	8253
República Dominicana	Banco de Reservas de la República Dominicana Oficina Principal Santo Domingo	-
Guayana Francesa	Société Général Dept. de L'Etranger Boîte Postale 317-09 Paris 9 <sup>e</sup>	0.967.166
Martinica		
Haití	Banque Nationale de la République de Haïti Port-au-Prince	4446
Jamaica	Barclays Bank DCO P.O. Box 120 Kingston	-
Antillas Neerlandesas	Amsterdamsche Bank P.O. Box 155 La Haya	09930
Surinam		
Trinidad y Tobago	Barclays Bank DCO P.O. Box 67 Marine Square Port of Spain	-

<u>País</u>	<u>Banco</u>	<u>Cuenta nº (de tenerlo)</u>
Puerto Rico	Chemical Bank New York Trust Company, United Nations Branch Nueva York, N.Y.	

26. El gobierno de cualquier territorio que alcance la independencia después de la firma de este Plan de Operaciones y durante el período del proyecto, será invitado por el Fondo Especial a que continúe participando en el proyecto, si es elegible para recibir ayuda del Fondo Especial. A condición de que convenga en contribuir anualmente durante el restante período del proyecto y en las otras condiciones que se aplican a los primeros participantes, dicho gobierno recién independiente será considerado como participante en el proyecto. En tales circunstancias, la contribución en efectivo del gobierno que se encargaba antes de las relaciones exteriores del país, se reducirá como corresponda durante los años restantes del proyecto.

27. Las sumas pagaderas en cada plazo se determinan a base del tipo de cambio aplicado por las Naciones Unidas en la fecha del pago. El pago por los Gobiernos Participantes de sus contribuciones iniciales en efectivo constituye un requisito previo para la recepción de ayuda del Fondo Especial. La ayuda continua del Fondo Especial durante el período del proyecto dependerá de que los Gobiernos Participantes hagan frente al total de sus obligaciones anuales, según se indica en el párrafo 24.

28. Los Gobiernos Participantes convienen en autorizar y facilitar la transferencia de los ingresos netos percibidos por la venta hecha por el Organismo de Ejecución o en su nombre, de las capturas realizadas por las embarcaciones de pesca exploratoria del proyecto a la cuenta general del Organismo en el Barclays Bank DCO de Bridgetown, Barbados, como asimismo el empleo de esos fondos para los fines del proyecto. Con los ingresos netos así obtenidos se podrá atender a los gastos del proyecto que se cargarían a la contribución de contrapartida del Gobierno en efectivo, conforme al párrafo 14 que antecede, en aquellos casos en que dicha contribución fuese insuficiente para cubrir el costo de prestación de los servicios e instalaciones especificados que fuesen menester para la ejecución adecuada del proyecto. Cada vez que el Organismo de Ejecución emplee estos fondos con tal propósito deberá contar previamente con la aprobación del Fondo Especial y, a la vez, será preciso reflejar dichas operaciones en las revisiones periódicas del Plan de Gastos que aparece en el Plan de Trabajo y Plan de Gastos. Esas revisiones serán transmitidas a los Gobiernos Participantes de conformidad con los procedimientos del Fondo Especial. Todas esas cantidades serán transferidas por el Organismo de Ejecución a una cuenta que el Fondo Especial designará a tal fin y serán consideradas como contribuciones de contrapartida del Gobierno en efectivo. El saldo que hubiese a favor de la cuenta general al terminarse el proyecto será reembolsado a los Gobiernos Participantes en proporción a sus contribuciones de contrapartida en efectivo aportadas al proyecto.

D. ORGANIZACION

29. La Organización de las Naciones Unidas para la Agricultura y la Alimentación será el Organismo de Ejecución del Fondo Especial de las Naciones Unidas.

30. El Organismo de Ejecución está facultado para concertar los acuerdos contractuales o de otra índole con organizaciones nacionales o internacionales que sea menester para la ejecución eficaz del proyecto. Se tendrán en cuenta, debidamente, los programas de ayuda bilateral y, asimismo, las organizaciones que posean una especial competencia en materia de problemas pesqueros en la región del Caribe.

31. El Organismo de Ejecución asumirá la responsabilidad total de la ejecución del proyecto con inclusión de aquellas partes del mismo que sean dadas por contrato a otras organizaciones y ejercerá, asimismo, toda la fiscalización presupuestaria de los fondos asignados por el Fondo Especial. El Organismo de Ejecución se encargará de planear y dirigir las operaciones del proyecto por conducto del Director del Proyecto, en consulta con los Gobiernos Participantes.

32. Los Gobiernos Participantes nombrarán oficiales de enlace que serán la vía normal de comunicación entre el Organismo de Ejecución y el Director del Proyecto, y los Gobiernos Participantes.

33. Se hará entrega a los oficiales de enlace de copias de todos los planes de trabajo, antes de su aprobación, y éstos los presentarán a sus gobiernos respectivos. Pueden formular propuestas en nombre de sus gobiernos al Director del Proyecto acerca de éste y examinar y comentar las propuestas que haga este último. A petición del Director del Proyecto, adoptarán las medidas necesarias para asegurar que los Gobiernos Participantes faciliten adecuada y oportunamente el alojamiento, equipo, los ministros y el personal especificados en la parte B del Capítulo II que antecede.

34. A petición del Director del Proyecto se organizarán reuniones de los oficiales de enlace del proyecto con representantes del Organismo de Ejecución y del Fondo Especial, que comprenderán al Director del Proyecto, al Director de los Programas del Fondo Especial en el Caribe, a miembros del personal de éstos y a representantes del personal de los contratistas.

35. Al finalizar el segundo año del proyecto, y a partir de esa fecha una vez al año, los Gobiernos Participantes llevarán a cabo un examen de amplio alcance, en colaboración con el Organismo de Ejecución, que se fundamentará en los informes suministrados por este último, sobre las repercusiones y eficacia totales del programa del proyecto y, en particular, sobre lo siguiente:

(a) determinarán los resultados obtenidos en cada país participante en la fecha del examen;

- (b) considerarán las medidas adoptadas hasta esa fecha para la aplicación de los resultados del proyecto al desarrollo de la industria en los diversos países participantes;
- (c) formularán sugerencias para la aplicación futura al desarrollo pesquero de los resultados obtenidos por el proyecto en las diversas esferas de actividad;
- (d) harán recomendaciones al Organismo de Ejecución sobre futuros programas de trabajo en las diversas esferas; y
- (e) harán una evaluación de la labor realizada por los contratistas en aquellas esferas en las cuales se les haya empleado.

36. Los Gobiernos Participantes pagarán todos los gastos que se ocasionen a los oficiales de los mismos por su asistencia a las reuniones convocadas con arreglo a los dos párrafos anteriores, o en cualquier otro modo relacionadas con el proyecto.

37. El Director del Proyecto, que actuará en nombre del Organismo de Ejecución en todas las cuestiones relacionadas con el proyecto, será nombrado por el Organismo de Ejecución. Bajo la inspección general de Éste, asumirá la total responsabilidad de la ejecución del proyecto de conformidad con este Plan de Operaciones, con cualesquiera contratos para la ejecución de partes del programa del proyecto, con el Plan de Trabajo a que se hace referencia en la parte E del Capítulo II más adelante y con las normas y reglamentos pertinentes del Organismo de Ejecución.

38. Excepto cuando se exprese específicamente en los contratos que concierte con los contratistas el Organismo de Ejecución, el Director del Proyecto se encargará del desembolso de los fondos relativos a la parte de la asignación del Fondo Especial que se ha de gastar localmente, colaborará en el nombramiento del personal nacional, dirigirá los trabajos y movimientos del personal del proyecto, y controlará el uso de locales, equipo, suministros y otros bienes que pertenezcan al Fondo Especial o al Organismo de Ejecución, o que los gobiernos hayan asignado al proyecto de acuerdo con las obligaciones que se les indican en el Capítulo II B.

39. El Director del Proyecto facilitará a las partes interesadas la información técnica de que disponga y la publicará, cuando proceda, para su distribución general.

40. El personal internacional del proyecto será empleado por el Organismo de Ejecución. El personal nacional proporcionado con arreglo al Capítulo II B mediante la contribución de contrapartida de los gobiernos en efectivo, normalmente será nombrado por el organismo gubernamental adecuado en consulta con el Director del Proyecto. En caso de que sea conveniente, sus servicios se facilitarán con arreglo a las condiciones de un acuerdo concertado entre el Organismo de Ejecución y el organismo gubernamental interesado. Tal personal no se considerará como empleado del Organismo de Ejecución.

41. Todo el equipo suministrado para el proyecto por el Organismo de Ejecución, a que se hace referencia en el párrafo 13 que antecede y en el Apéndice I del Plan de Trabajo y Plan de Gastos, será propiedad del Fondo Especial y estará en poder del Organismo de Ejecución en nombre del primero durante el período abarcado por este Plan de Operaciones, a menos que excepcionalmente se convenga otra cosa mediante acuerdo concertado entre el Organismo de Ejecución, el Fondo Especial y el gobierno o los gobiernos interesados.

E. PLAN DE TRABAJO Y PLAN DE GASTOS

42. Dentro del marco de este Plan de Operaciones, se ha elaborado un Plan de Trabajo y Plan de Gastos que abarca todo el período de la ayuda del Fondo Especial y que será firmado por los representantes autorizados del Organismo de Ejecución y del Fondo Especial. Es posible que haga falta revisar el Plan de Trabajo y Plan de Gastos en el curso del proyecto y a la luz de las proyecciones de necesidades futuras; esas revisiones requerirán la anuencia del Organismo de Ejecución y del Fondo Especial. Se anexará a este Plan de Operaciones, el Plan de Trabajo y Plan de Gastos sin que por ello se modifiquen en nada las disposiciones anteriores para su firma y revisión.

F. ORDEN DE LAS OPERACIONES

43. La duración del proyecto es de cuatro años. El Organismo de Ejecución empezará la realización del proyecto una vez que cuente con la autorización por escrito del Director General del Fondo Especial. A una etapa preparatoria, cuya duración será aproximadamente de un año, seguirá otra etapa de ejecución, que durará aproximadamente tres años.

44. Tan pronto se inicie la ejecución del proyecto, el Organismo de Ejecución comenzará a contratar expertos ateniéndose a la pauta establecida en la lista de operaciones que va anexa al Plan de Trabajo y Plan de Gastos a que se hace referencia en el párrafo 42 de este Plan de Operaciones y pedirá el equipo y los suministros necesarios para el proyecto.

III. PRESUPUESTO

45. En el Plan de Gastos que aparece en el documento anexo "Plan de Trabajo y Plan de Gastos" se detalla el costo estimado de los servicios e instalaciones que habrán de proporcionarse para el proyecto, con la excepción de aquellos que prestarán los propios gobiernos de conformidad con lo previsto en el párrafo 16 que antecede. El Fondo Especial y el Gobierno facilitarán los recursos que se indican a continuación:

Asignación del Fondo Especial                    \$E.U.A. 2.548.400  
(Apéndice I)

consistente en:

Contribución del Fondo Especial                    \$E.U.A. 1.775.600

Contribución de contrapartida                    \$E.U.A. 772.800  
de los gobiernos en efectivo

IV. INFORMES

46. El Organismo de Ejecución presentará a los Gobiernos Participantes un informe inicial que abarcará el plan de trabajo del primer año y que se facilitará una vez que hayan sido firmados el Plan de Trabajo y Plan de Gastos.

47. El Organismo de Ejecución presentará a los Gobiernos Participantes una vez al año un informe sobre los gastos efectuados con cargo a los pagos en efectivo de los gobiernos al Fondo Especial para los gastos de contrapartida a que se hace referencia en el párrafo 14 que antecede.

48. Tan pronto como sea posible, después de terminadas las operaciones del proyecto, y a más tardar dentro del plazo de seis meses a partir de esa fecha, el Organismo de Ejecución presentará un informe definitivo completo sobre el proyecto al Director General del Fondo Especial para que éste, a su vez, lo presente a los gobiernos.

49. Al finalizar cada año civil, los gobiernos y el Organismo de Ejecución presentarán un inventario certificado conjunto del equipo adquirido para el proyecto con los créditos asignados por el Fondo Especial y que seguirá en poder del Organismo de Ejecución en nombre del Fondo Especial.

V. MEDIDAS QUE SE ADOPTARAN AL TERMINAR LA PRESTACION  
DE ASISTENCIA DEL FONDO ESPECIAL AL PROYECTO

50. Se espera que el proyecto indicará la disponibilidad de recursos, especialmente de peces pelágicos, y los mejores métodos de utilizar tales recursos; mediante demostraciones ayudará a mejorar los productos pesqueros y su comercialización y distribución; y formará un núcleo de oficiales y patrones de pesca capacitados. Además, se concederá asesoramiento financiero sobre los métodos más adecuados para garantizar que el capital que se necesitará aprovechará la experiencia suministrada por el proyecto. Los Gobiernos Participantes convienen en adoptar las medidas necesarias para aplicar los resultados del proyecto al desarrollo de sus industrias pesqueras nacionales y a la mejora de la cooperación entre países en cuestiones pesqueras mediante la creación de un sistema de coordinación adecuado, ayudando a la industria a mejorar sus embarcaciones pesqueras, los artes y el equipo, facilitando la mejor comercialización del pescado para consumo interno y para exportación, y empleando en los puestos más adecuados a los oficiales de pesca capacitados que se han formado con ocasión del proyecto.

51. Una vez logrados los fines del proyecto, los gobiernos, el Organismo de Ejecución y el Fondo Especial celebrarán consultas con objeto de determinar la forma más apropiada para liquidar el equipo poseído en dicha fecha por el Organismo de Ejecución en nombre del Fondo Especial.

VI. FIRMA

52. El original de este Plan de Operaciones, redactado en inglés, francés y español, versiones todas ellas igualmente auténticas, estará abierto a la firma de los países participantes en \_\_\_\_\_ hasta \_\_\_\_\_ de 196\_\_\_\_\_, y, posteriormente, en la sede de las Naciones Unidas, en Nueva York.

53. El Secretario General de las Naciones Unidas enviará copias certificadas de este Plan de Operaciones a cada uno de los Gobiernos Participantes, al Fondo Especial y al Organismo de Ejecución.

54. Acordado por los representantes debidamente autorizados de los gobiernos que participan en el proyecto, el Organismo de Ejecución y el Fondo Especial:

Paul-Marc Henry  
Por el Fondo Especial de las Naciones Unidas

27 de agosto de 1965  
Fecha

M.A. Greene  
Por la Organización de las Naciones Unidas  
para la Agricultura y la Alimentación

27 de agosto de 1965  
Fecha

\_\_\_\_\_ Firma  
Por el Gobierno de Barbados \_\_\_\_\_

\_\_\_\_\_ Fecha  
13 de febrero de 1965  
Fecha

\_\_\_\_\_ Firma  
Por el Gobierno de Antigua \_\_\_\_\_

\_\_\_\_\_ Fecha  
30 de marzo de 1965  
Fecha

\_\_\_\_\_ Firma  
Por el Gobierno de Montserrat \_\_\_\_\_

\_\_\_\_\_ Fecha  
30 de marzo de 1965  
Fecha

Por el Gobierno de San Cristobal-Nevis-Anguilla

H. Howard Firma 29 de marzo de 1965  
Fecha

Por el Gobierno de Granada

I. Turbott Firma 14 de abril de 1965  
Fecha

Por el Gobierno de Santa Lucia

G. Bryan Firma el primero de abril de 1965  
Fecha

Por el Gobierno de San Vincente

S. Graham Firma 8 de abril de 1965  
Fecha

Por el Gobierno de la Guyana Britanica

L. John Firma 25 de febrero de 1965  
Fecha

Por el Gobierno de la Republica Francesa

R. Seydoux Firma 22 de junio de 1965  
Fecha

Por el Gobierno de la Republica Dominicana

A. L. Pumarol Firma 29 de diciembre de 1965  
Fecha

Por el Gobierno de Jamaica

J. Gyles Firma 24 de marzo de 1965  
Fecha

Por el Gobierno de las Antillas Neerlandesas

I. Dahrot Firma 18 de febrero de 1965  
Fecha

Por el Gobierno de Surinam

H. Radhakishun Firma 22 de febrero de 1965  
Fecha

Por el Gobierno de Trinidad y Tabago

Ellis Clarke Firma 8 de julio de 1965  
Fecha

Por el Gobierno de los Estados Unidos de America

James Roosevelt Firma 6 de abril de 1966  
Fecha

Por el Gobierno de Dominica

Keith Unwin Firma 2 de mayo de 1966  
Fecha

Por el Gobierno de \_\_\_\_\_

\_\_\_\_\_ Firma \_\_\_\_\_  
Fecha

Por el Gobierno de \_\_\_\_\_

\_\_\_\_\_ Firma \_\_\_\_\_  
Fecha

Por el Gobierno de \_\_\_\_\_

\_\_\_\_\_ Firma \_\_\_\_\_  
Fecha

ANEXOPROYECTO DE DESARROLLO PESQUERO EN LA REGION DEL CARIBE

PERSONAL, EQUIPO, SUMINISTROS, SERVICIOS E INSTALACIONES, ADEMÁS DE LOS PROPORCIONADOS CON CARGO A LAS CONTRIBUCIONES DE LOS GOBIERNOS EN EFECTIVO, QUE PUEDEN SER SOLICITADOS POR EL DIRECTOR DEL PROYECTO

1. Los Gobiernos Participantes se comprometen a suministrar para el proyecto citado, gratuitamente, el personal, equipo, los suministros, servicios e instalaciones que a continuación se enumeran y que el Director del Proyecto necesite, de conformidad con lo estipulado en el párrafo 16 del Plan de Operaciones al que se adjunta este Anexo.

2. Servicio de personal

Biólogos pesqueros para realizar trabajos en el proyecto de pesca exploratoria, tanto a bordo de las embarcaciones como en los laboratorios en tierra.

Instructores para los cursillos de capacitación de oficiales y patrones de pesca.

Personal destacado en tierra para atender a la administración, la explotación y la conservación eficaces de las embarcaciones empleadas para la pesca exploratoria en este proyecto.

Mano de obra ocasional.

3. Equipo y suministros

Hobiliario y otro equipo para oficinas, almacenes, locales para las demostraciones prácticas y los cursillos de capacitación y otros que fussen menester, además de los que se facilitan con cargo a las contribuciones de los gobiernos en efectivo.

Vehículos para uso del personal del proyecto durante los trabajos.

4. Servicios e instalaciones

Gastos de conservación y funcionamiento de los vehículos a que se hace referencia en el párrafo 3 supra.

Gastos de alquiler o fletamento de cualesquier embarcaciones suministradas por el Gobierno al proyecto, con inclusión del costo de operación de dichas embarcaciones.

Gastos de viaje del personal del proyecto dentro del Estado participante.

Servicios portuarios de propiedad del Gobierno Participante.

Exención de los derechos portuarios que deben pagar las embarcaciones contratadas para el proyecto.

Servicios (alquiler, costos de arrendamiento, impuestos locales, calefacción, limpieza, iluminación y conservación) para las oficinas, los almacenes, los locales donde se realizan las demostraciones prácticas y se dictan los cursillos de capacitación y otros locales del proyecto.

Instalaciones para desoarga y atraque de los navíos empleados en el proyecto y sus capturas, con inclusión de la mano de obra y del equipo de desembarque, cajas, hielo y otros servicios necesarios para el tratamiento de las capturas, su venta, empaquetamiento y distribución.

Instalaciones para la administración de las embarcaciones, contratación de la tripulación, para cargar combustible, hielo y vítaulles y para su reparación y conservación.

Instalaciones para demostraciones prácticas de comercialización que deben incluir suministros de pescado y hielo.

Gastos de viaje de las personas que siguen los cursillos de oficiales y patrones de pesca desde el país de origen al país donde cursarán estudios.

I hereby certify that the foregoing text is a true copy of the text of the Plan of Operation of the Regional Caribbean Fishery Development Project, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est la copie conforme du Plan d'opérations du Projet régional pour le développement des pêches dans les Caraïbes, dont l'original est déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

*For the Secretary-General:*

*Pour le Secrétaire général:*

Director of the General Legal Division,  
in charge of the Office of Legal Affairs

Le Directeur de la Division  
des questions juridiques générales,  
chargé du Service juridique

United Nations, New York  
2 April 1968

Organisation des Nations Unies, New York  
le 2 avril 1968

## (RELATED LETTERS)



## UNITED STATES MISSION TO THE UNITED NATIONS

39 UNITED NATIONS PLAZA  
New York, N. Y. 10017

YU666 6-231

April 6, 1966

Dear Mr. Hoffman:

I am pleased to sign, on behalf of the United States, the United Nations Special Fund Caribbean Fishery Development Project Plan of Operations.

As the attached letter from the Secretary of State of the Commonwealth of Puerto Rico indicates, Puerto Rico will assume the financial and other specific obligations stipulated in the Plan of Operations. The Government of the United States will, of course, carry out the obligations of a general nature contained in Paragraphs 17, 19, 20 and 23 of the Plan.

My Government would appreciate your circulating this letter and the attached letter from the Secretary of State of the Commonwealth of Puerto Rico to all the signatories of the Plan of Operations for this project.

Sincerely yours,

James Roosevelt

Attachment: a/a

Mr. Paul C. Hoffman, Administrator,  
United Nations Development Program,  
A-3004, United Nations

UN 3394/473

TIAS 6501



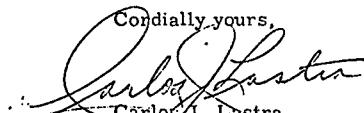
Office of the Secretary

Commonwealth of Puerto Rico  
Department of State  
San Juan, Puerto Rico

February 23, 1966

Dear Mr. Secretary:

I am pleased to notify you that the Government of the Commonwealth of Puerto Rico is willing to assume the cash counterpart contribution and other obligations stipulated in the Plan of Operation of the United Nations Special Fund Caribbean Fishery Development Project in which Puerto Rico shall be a participant.

Cordially yours,  
  
Carlos J. Lastra  
Secretary of State

The Honorable Dean Rusk  
Secretary of State  
Department of State  
Washington, D.C.

## FEDERAL REPUBLIC OF GERMANY

### Transfer of title of USS *Charles Ausburne*

*Agreement effected by exchange of notes*

*Dated at Bonn and Bonn/Bad Godesberg February 27, 1968;  
Entered into force February 27, 1968.*

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*The Foreign Ministry of the Federal Republic of Germany  
to the American Embassy*

AUSWÄRTIGES AMT  
II A 7 - 81-02-3/642/68

#### Verbalnote

Das Auswärtige Amt beeindruckt sich, auf das durch einen am 30. April und 1. Mai 1957 in Bonn unterzeichneten Notenwechsel geschlossene Abkommen über die Ausleihe von Kriegsschiffen und seine Ergänzungen und auf seine Note vom 18. September 1967 an die Botschaft der Vereinigten Staaten von Amerika betreffend den amerikanischen Leihzerstörer Z 6 (den früheren Zerstörer USS *Charles Ausburne* – DD 570) sowie auf die Verhandlungen über den Kauf dieses Zerstörers, die zwischen Behörden des Bundesministeriums der Verteidigung und der amerikanischen Marine stattgefunden haben, Bezug zu nehmen.

Durch einen am 20. Dezember 1967 geschlossenen Vertrag haben das Bundesministerium der Verteidigung und die Marinebehörden der Vereinigten Staaten den Bedingungen für den Kauf des amerikanischen Zerstörers Z 6 durch die Bundesrepublik Deutschland zugestimmt. Das Auswärtige Amt möchte nunmehr namens der Regierung der Bundesrepublik Deutschland vorschlagen, daß gemäß dem genannten Vertrag das Eigentum an dem Zerstörer Z 6 von den Vereinigten Staaten von Amerika auf die Bundesrepublik Deutschland übertragen wird. Falls sich die Regierung der Vereinigten Staaten von Amerika mit dem Vorschlag der Regierung der Bundesrepublik Deutschland einverstanden erklärt, so würden diese Verbalnote und ihre Bestätigung eine Vereinbarung über die Übertragung des Eigentums an dem Zerstörer Z 6 von den Vereinigten Staaten von Amerika auf die Bundesrepublik Deutschland bilden, die mit Datum der Antwortnote der Botschaft der Vereinigten Staaten von Amerika in Kraft tritt.

Das Auswärtige Amt benutzt diesen Anlass, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

Bonn, den 27. Februar 1968

An die  
BOTSCHAFT DER  
VEREINIGTEN STAATEN VON AMERIKA

*Translation*

THE FOREIGN MINISTRY  
II A 7 - 81-02-3/642/68

Note Verbale

The Foreign Ministry has the honor to refer to the agreement concerning the loan of naval vessels concluded by an exchange of notes signed at Bonn on April 30 and May 1, 1957, and the amendments thereto, [¹] and to its note of September 18, 1967 [²] addressed to the Embassy of the United States of America concerning the American loan destroyer Z-6 (the former USS *Charles Ausburne* – DD 570) as well as the negotiations regarding the purchase of this destroyer which have been conducted between authorities of the Federal Ministry of Defense and the US Navy.

The authorities of the Federal Ministry of Defense and the authorities of the US Navy have by a contract concluded on December 20, 1967 [²] agreed to the terms of purchase of the US destroyer Z-6 by the Federal Republic of Germany. The Foreign Ministry would now propose on behalf of the Government of the Federal Republic of Germany that title to the destroyer Z-6 be transferred from the United States of America to the Federal Republic of Germany in accordance with the aforementioned contract. In the event that the Government of the United States of America is in accord with the proposal of the Government of the Federal Republic of Germany, this note verbale and its acknowledgment would constitute an agreement with respect to the transfer of title to the destroyer Z-6 from the United States of America to the Federal Republic of Germany, which shall take effect on the date of the reply of the Embassy of the United States of America.

<sup>¹</sup> TIAS 3852, 4125, 5883; 8 UST 894; 9 UST 1334; 16 UST 1626.

<sup>²</sup> Not printed.

The Foreign Ministry avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

[Initials]

BONN, February 27, 1968

THE EMBASSY OF THE  
UNITED STATES OF AMERICA.

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*The American Embassy to the Foreign Ministry of the  
Federal Republic of Germany*

No. 213

The Embassy of the United States of America presents its compliments to the Auswärtiges Amt and has the honor to refer to the note of the Auswärtiges Amt of February 27, 1968, concerning the proposed transfer of title of the US loan destroyer Z-6 (the former USS *Charles Ausburne* — DD 570) from the United States of America to the Federal Republic of Germany in accordance with the terms of the contract concluded December 20, 1967, between authorities of the Federal Ministry of Defense and the US Navy.

The United States accepts the Federal Republic's proposal for transfer of title to the destroyer, and agrees that the note of the Auswärtiges Amt of February 27, 1968 and this reply constitute an agreement to that effect.

EMBASSY OF THE UNITED STATES OF AMERICA  
*Bonn/Bad Godesberg, February 27, 1968*

## **UNION OF SOVIET SOCIALIST REPUBLICS**

### **Consular Convention and Protocol**

*Signed at Moscow June 1, 1964;*

*Ratification advised by the Senate of the United States of America  
March 16, 1967;*

*Ratified by the President of the United States of America March 31,  
1967;*

*Ratified by the Union of Soviet Socialist Republics April 26, 1968;*

*Ratifications exchanged at Washington June 13, 1968;*

*Proclaimed by the President of the United States of America  
June 13, 1968;*

*Entered into force July 13, 1968.*

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#### **BY THE PRESIDENT OF THE UNITED STATES OF AMERICA**

#### **A PROCLAMATION**

WHEREAS a consular convention between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics, together with a protocol relating thereto, was signed at Moscow on June 1, 1964;

WHEREAS the originals of the convention and protocol, in the English and Russian languages, are word for word as follows:

## CONSULAR CONVENTION

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

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

Desiring to cooperate in strengthening friendly relations and to  
regulate consular relations between both states,

Have decided to conclude a consular convention and for this purpose  
have agreed on the following:

## DEFINITIONS

## ARTICLE 1

For the purpose of the present Convention, the terms introduced  
hereunder have the following meaning:

- 1) "Consular establishment" - means any consulate general, consulate,  
vice consulate or consular agency;
- 2) "Consular district" - means the area assigned to a consular  
establishment for the exercise of consular functions;
- 3) "Head of consular establishment" - means a consul general, consul,  
vice consul, or consular agent directing the consular establishment;
- 4) "Consular officer" - means any person, including the head of the  
consular establishment, entrusted with the exercise of consular functions.  
Also included in the definition of "consular officer" are persons assigned  
to the consular establishment for training in the consular service.
- 5) "Employee of the consular establishment" - means any person  
performing administrative, technical, or service functions in a consular  
establishment.

OPENING OF CONSULAR ESTABLISHMENTS,  
APPOINTMENT OF CONSULAR OFFICERS  
AND EMPLOYEES

ARTICLE 2

1. A consular establishment may be opened in the territory of the receiving state only with that state's consent.
2. The location of a consular establishment and the limits of its consular district will be determined by agreement between the sending and receiving states.
3. Prior to the appointment of a head of a consular establishment, the sending state shall obtain the approval of the receiving state to such an appointment through diplomatic channels.
4. The diplomatic mission of the sending state shall transmit to the foreign affairs ministry of the receiving state a consular commission which shall contain the full name of the head of the consular establishment, his citizenship, his class, the consular district assigned to him, and the seat of the consular establishment.
5. A head of a consular establishment may enter upon the exercise of his duties only after having been recognized in this capacity by the receiving state. Such recognition after the presentation of the commission shall be in the form of an exequatur or in another form and shall be free of charge.
6. The full name, function and class of all consular officers other than the head of a consular establishment, and the full name and function of employees of the consular establishment shall be notified in advance by the sending state to the receiving state.

The receiving state shall issue to each consular officer an appropriate document confirming his right to carry out consular functions in the territory of the receiving state.

7. The receiving state may at any time, and without having to explain its decision, notify the sending state through diplomatic channels that any consular officer is persona non grata or that any employee of the consular establishment is unacceptable. In such a case the sending state shall accordingly recall such officer or employee of the consular establishment. If the sending state refuses or fails within a reasonable time to carry out its obligations under the present paragraph, the receiving state may refuse to recognize the officer or employee concerned as a member of the consular establishment.

8. With the exception of members of the staff of the diplomatic mission of the sending state, as defined in paragraph (c) of Article 1 of the Vienna Convention on Diplomatic Relations,<sup>[1]</sup> no national of the sending state already present in the receiving state or in transit thereto may be appointed as a consular officer or employee of the consular establishment.

#### ARTICLE 3

Consular officers may be nationals only of the sending state.

#### ARTICLE 4

The receiving state shall take the necessary measures in order that a consular officer may carry out his duties and enjoy the rights, privileges, and immunities provided for in the present Convention and by the laws of the receiving state.

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<sup>1</sup> 500 UNTS 98.

**ARTICLE 5**

1. The receiving state shall either facilitate the acquisition on its territory, in accordance with its laws and regulations, by the sending state of premises necessary for its consular establishment or assist the latter in obtaining accommodation in some other way.

2. It shall also, where necessary, assist the sending state in obtaining suitable accommodation for the personnel of its consular establishment.

**ARTICLE 6**

1. If the head of the consular establishment cannot carry out his functions or if the position of head of a consular establishment is vacant, the sending state may empower a consular officer of the same or another consular establishment, or one of the members of the diplomatic staff of its diplomatic mission in the receiving state, to act temporarily as head of the consular establishment. The full name of this person must be transmitted in advance to the foreign affairs ministry of the receiving state.

2. A person empowered to act as temporary head of the consular establishment shall enjoy the rights, privileges and immunities of the head of the consular establishment.

3. When, in accordance with the provisions of paragraph 1 of the present Article, a member of the diplomatic staff of the diplomatic mission of the sending state in the receiving state is designated by the sending state as an acting head of the consular establishment, he shall continue to enjoy diplomatic privileges and immunities.

## CONSULAR FUNCTIONS

## ARTICLE 7

A consular officer shall be entitled within his consular district to perform the following functions, and for this purpose may apply orally or in writing to the competent authorities of the consular district:

- 1) To protect the rights and interests of the sending state and its nationals, both individuals and bodies corporate;
- 2) To further the development of commercial, economic, cultural and scientific relations between the sending state and the receiving state and otherwise promote the development of friendly relations between them;
- 3) To register nationals of the sending state, to issue or amend passports and other certificates of identity, and also to issue entry, exit, and transit visas;
- 4) To draw up and record certificates of birth and death of citizens of the sending state taking place in the receiving state, to record marriages and divorces, if both persons entering into marriage or divorce are citizens of the sending state, and also to receive such declarations pertaining to family relationships of a national of the sending state as may be required under the law of the sending state, unless prohibited by the laws of the receiving state;
- 5) To draw up, certify, attest, authenticate, legalize and take other actions which might be necessary to validate any act or document of a legal character, as well as copies thereof, including commercial documents, declarations, registrations, testamentary dispositions, and contracts, upon the application of a national of the sending state, when such document is intended for use outside the territory of the receiving

state, and also for any person, when such document is intended for use in the territory of the sending state;

6) To translate any acts and documents into the English and Russian languages and to certify to the accuracy of the translations;

7) To perform other official consular functions entrusted to him by the sending state if they are not contrary to the laws of the receiving state.

#### ARTICLE 8

1. The acts and documents specified in paragraph 5 of Article 7 of the present Convention which are drawn up or certified by the consular officer with his official seal affixed, as well as copies, extracts, and translations of such acts and documents certified by him with his official seal affixed, shall be receivable in evidence in the receiving state as official or officially certified acts, documents, copies, translations, or extracts, and shall have the same force and effect as though they were drawn up or certified by the competent authorities or officials of the receiving state; provided that such documents shall have been drawn and executed in conformity with the laws and regulations of the country where they are designed to take effect.

2. The acts, documents, copies, translations, or extracts, enumerated in paragraph 1 of the present Article shall be authenticated if required by the laws of the receiving state when they are presented to the authorities of the receiving state.

#### ARTICLE 9

If the relevant information is available to the competent authorities

of the receiving state, such authorities shall inform the consular establishment of the death of a national of the sending state.

#### ARTICLE 10

1. In the case of the death of a national of the sending state in the territory of the receiving state, without leaving 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 then existing applicable local law 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, that nothing herein shall authorize a consular officer to act as an attorney at law.

3. Unless prohibited by law, 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 civil 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.

#### ARTICLE 11

A consular officer may recommend to the courts or to other competent

authorities of the receiving state appropriate persons to act in the capacity of guardians or trustees for citizens of the sending state or for the property of such citizens when this property is left without supervision.

In the event that the court or competent authorities consider that the recommended candidate is for some reason unacceptable, the consular officer may propose a new candidate.

#### ARTICLE 12

1. A consular officer shall have the right within his district to meet with, communicate with, assist, and advise any national of the sending state and, where necessary, arrange for legal assistance for him. The receiving state shall in no way restrict the access of nationals of the sending state to its consular establishments.

2. The appropriate authorities of the receiving state shall immediately inform a consular officer of the sending state about the arrest or detention in other form of a national of the sending state.

3. A consular officer of the sending state shall have the right without delay to visit and communicate with a national of the sending state who is under arrest or otherwise detained in custody or is serving a sentence of imprisonment. The rights referred to in this paragraph shall be exercised in conformity with the laws and regulations of the receiving state, subject to the proviso, however, that the said laws and regulations must not nullify these rights.

## ARTICLE 13

1. A consular officer may provide aid and assistance to vessels sailing under the flag of the sending state which have entered a port in his consular district.
2. Without prejudice to the powers of the receiving state, a consular officer may conduct investigations into any incidents which occurred during the voyage on vessels sailing under the flag of the sending state, and may settle disputes of any kind between the master, the officers and the seamen insofar as this may be authorized by the laws of the sending state. A consular officer may request the assistance of the competent authorities of the receiving state in the performance of such duties.
3. In the event that the courts or other competent authorities of the receiving state intend to take any coercive action on vessels sailing under the flag of the sending state while they are located in the waters of the receiving state, the competent authorities of the receiving state shall, unless it is impractical to do so in view of the urgency of the matter, inform a consular officer of the sending state prior to initiating such action so that the consular officer may be present when the action is taken. Whenever it is impractical to notify a consular officer in advance, the competent authorities of the receiving state shall inform him as soon as possible thereafter of the action taken.
4. Paragraph 3 of this Article shall not apply to customs, passport, and sanitary inspections, or to action taken at the request or with the approval of the master of the vessel.
5. The term "vessel", as used in the present Convention, does not include warships.

## ARTICLE 14

If a vessel sailing under the flag of the sending state suffers shipwreck, runs aground, is swept ashore, or suffers any other accident whatever within the territorial limits of the receiving state, the competent authorities of the receiving state shall immediately inform a consular officer and advise him of the measures which they have taken to rescue persons, vessel, and cargo.

The consular officer may provide all kinds of assistance to such a vessel, the members of its crew, and its passengers, as well as take measures in connection with the preservation of the cargo and repair of the ship, or he may request the authorities of the receiving state to take such measures.

The competent authorities of the receiving state shall render the necessary assistance to the consular officer in measures taken by him in connection with the accident to the vessel.

No customs duties shall be levied against a wrecked vessel, its cargo or stores, in the territory of the receiving state, unless they are delivered for use in that state.

If the owner or anyone authorized to act for him is unable to make necessary arrangements in connection with the vessel or its cargo, the consular officer may make such arrangements. The consular officer may under similar circumstances make arrangements in connection with cargo owned by the sending state or any of its nationals and found or brought into port from a wrecked vessel sailing under the flag of any state except a vessel of the receiving state.

**ARTICLE 15**

Articles 13 and 14, respectively, shall also apply to aircraft.

**RIGHTS, PRIVILEGES AND IMMUNITIES****ARTICLE 16**

The national flag of the sending state and the consular flag may be flown at the consular establishment, at the residence of the head of the consular establishment, and on his means of transport used by him in the performance of his official duties. The shield with the national coat-of-arms of the sending state and the name of the establishment may also be affixed on the building in which the consular establishment is located.

**ARTICLE 17**

The consular archives shall be inviolable at all times and wherever they may be. Unofficial papers shall not be kept in the consular archives.

The buildings or parts of buildings and the land ancillary thereto, used for the purposes of the consular establishment and the residence of the head of the consular establishment, shall be inviolable.

The police and other authorities of the receiving state may not enter the building or that part of the building which is used for the purposes of the consular establishment or the residence of the head of the consular establishment without the consent of the head thereof, persons appointed by him, or the head of the diplomatic mission of the sending state.

**ARTICLE 18**

1. The consular establishment shall have the right to communicate with its Government, with the diplomatic mission and the consular establishments of the sending state in the receiving state, or with other diplomatic missions and consular establishments of the sending state, making use of all ordinary means of communication. In such communications, the consular establishment shall have the right to use code, diplomatic couriers, and the diplomatic pouch. The same fees shall apply to consular establishments in the use of ordinary means of communication as apply to the diplomatic mission of the sending state.

2. The official correspondence of a consular establishment, regardless of what means of communication are used, and the sealed diplomatic pouch bearing visible external marks of its official character, shall be inviolable and not subject to examination or detention by the authorities of the receiving state.

**ARTICLE 19**

1. Consular officers shall not be subject to the jurisdiction of the receiving state in matters relating to their official activity. The same applies to employees of the consular establishment, if they are nationals of the sending state.

2. Consular officers and employees of the consular establishment who are nationals of the sending state shall enjoy immunity from the criminal jurisdiction of the receiving state.

3. This immunity from the criminal jurisdiction of the receiving

state of consular officers and employees of the consular establishment of the sending state may be waived by the sending state. Waiver must always be express.

#### ARTICLE 20

1. Consular officers and employees of the consular establishment, on the invitation of a court of the receiving state, shall appear in court for witness testimony. Taking measures to compel a consular officer or an employee of the consular establishment who is a national of the sending state to appear in court as a witness and to give witness testimony is not permissible.

2. If a consular officer or an employee of the consular establishment who is a national of the sending state for official reasons or for reasons considered valid according to the laws of the receiving state cannot appear in court, he shall inform the court thereof and give witness testimony on the premises of the consular establishment or in his own abode.

3. Whenever under the laws of the receiving state an oath is required to be taken in court by consular officers and employees of the consular establishment, an affirmation shall be accepted in lieu thereof.

4. Consular officers and employees of the consular establishment may refuse to give witness testimony on facts relating to their official activity.

5. The provisions of paragraphs 1, 2, 3, and 4 shall also apply to proceedings conducted by administrative authorities.

## ARTICLE 21

1. Immovable property, situated in the territory of the receiving state, of which the sending state or one or more persons acting in its behalf is the owner or lessee and which is used for diplomatic or consular purposes, including residences for personnel attached to the diplomatic and consular establishments, shall be exempt from taxation of any kind imposed by the receiving state or any of its states or local governments other than such as represent payments for specific services rendered.

2. The exemption from taxation referred to in paragraph 1 of this Article shall not apply to such charges, duties, and taxes if, under the law of the receiving state, they are payable by the person who contracted with the sending state or with the person acting on its behalf.

## ARTICLE 22

A consular officer or employee of a consular establishment, who is not a national of the receiving state and who does not have the status in the receiving state of an alien lawfully admitted for permanent residence, shall be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving state or any of its states or local governments on official emoluments, salaries, wages, or allowances received by such officer or employee from the sending state in connection with the discharge of his official functions.

## ARTICLE 23

1. A consular officer or employee of a consular establishment who is

not a national of the receiving state and who does not have the status in the receiving state of an alien lawfully admitted for permanent residence, shall, except as provided in paragraph 2 of this Article, be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving state or any of its states or local governments, for the payment of which the officer or employee of the consular establishment would otherwise be legally liable.

2. The exemption from taxes or charges provided in paragraph 1 of this Article does not apply in respect to taxes or charges upon:

- a) The acquisition or possession of private immovable property located in the receiving state if the persons referred to in paragraph 1 of this Article do not own or lease this property on the behalf of the sending state for the purposes of the consular establishment;
- b) Income received from sources in the receiving state other than as described in Article 22 of the present Convention;
- c) The transfer by gift of property in the receiving state;
- d) The transfer at death, including by inheritance, of property in the receiving state.

3. However, the exemption from taxes or similar charges provided in paragraph 1 of this Article, applies in respect to movable inherited property left after the death of a consular officer or employee of the consular establishment or a member of his family residing with him if they are not nationals of the receiving state or aliens lawfully admitted for permanent residence, and if the property was located in the

receiving state exclusively in connection with the sojourn in this state of the deceased as a consular officer or employee of the consular establishment or member of his family residing with him.

#### ARTICLE 24

A consular officer or employee of a consular establishment and members of his family residing with him who are not nationals of the receiving state and who do not have the status in the receiving state of aliens lawfully admitted for permanent residence, shall be exempt in the receiving state from service in the armed forces and from all other types of compulsory service.

#### ARTICLE 25

A consular officer or employee of a consular establishment and members of his family residing with him who do not have the status in the receiving state of aliens lawfully admitted for permanent residence, shall be exempt from all obligations under the laws and regulations of the receiving state with regard to the registration of aliens, and obtaining permission to reside, and from compliance with other similar requirements applicable to aliens.

#### ARTICLE 26

1. The same full exemption from customs duties and internal revenue or other taxes imposed upon or by reason of importation shall apply in the receiving state to all articles, including motor vehicles, imported exclusively for the official use of a consular establishment, as applies

to articles imported for the official use of the diplomatic mission of the sending state.

2. Consular officers, and employees of the consular establishment, and members of their families residing with them, who are not nationals of the receiving state, and who do not have the status in the receiving state of aliens lawfully admitted for permanent residence, shall be granted, on the basis of reciprocity, the same exemptions from customs duties and internal revenue or other taxes imposed upon or by reason of importation, as are granted to corresponding personnel of the diplomatic mission of the sending state.

3. For the purpose of paragraph 2 of this Article the term "corresponding personnel of the diplomatic mission" refers to members of the diplomatic staff in the case of consular officers, and to members of the administrative and technical staff in the case of employees of a consular establishment.

#### ARTICLE 27

Subject to the laws and regulations of the receiving state concerning zones entry into which is prohibited or regulated for reasons of national security, a consular officer shall be permitted to travel freely within the limits of his consular district to carry out his official duties.

#### ARTICLE 28

Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the receiving state, including traffic regulations.

**ARTICLE 29**

1. The rights and obligations of consular officers provided for in the present Convention also apply to members of the diplomatic staff of the diplomatic mission of the Contracting Parties charged with the performance of consular functions in the diplomatic mission and who have been notified in a consular capacity to the foreign affairs ministry of the receiving state by the diplomatic mission.

2. Except as provided in paragraph 4 of Article 10 of the present Convention, the performance of consular functions by the persons referred to in paragraph 1 of this Article shall not affect the diplomatic privileges and immunities granted to them as members of the diplomatic mission.

**FINAL PROVISIONS****ARTICLE 30**

1. The present Convention shall be subject to ratification and shall enter into force on the thirtieth day following the exchange of instruments of ratification, which shall take place in Washington as soon as possible.

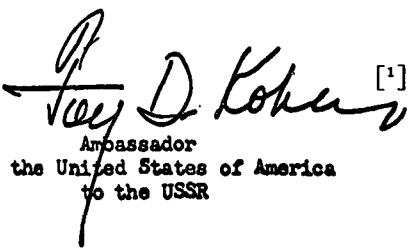
2. The Convention shall remain in force until six months from the date on which one of the Contracting Parties informs the other Contracting Party of its desire to terminate its validity.

In witness whereof the Plenipotentiaries of the two Contracting Parties have signed the present Convention and affixed their seals thereto.

Done in Moscow on June 1, 1964 in two copies, each in the English  
and the Russian language, both texts being equally authentic.

For the Government  
of the United States  
of America

For the Government of the Union  
of Soviet Socialist  
Republics

  
Foy D. Kohler [1]  
Ambassador  
of the United States of America  
to the USSR

  
A. Gromyko [2]  
Minister for Foreign Affairs  
of the Union of Soviet  
Socialist Republics

---

<sup>1</sup> Foy D. Kohler

<sup>2</sup> A. Gromyko

## P R O T O C O L

To the Consular Convention Between the  
Government of the United States of America and the  
Government of the Union of Soviet Socialist Republics

1. It is agreed between the Contracting Parties that the notification of a consular officer of the arrest or detention in other form of a national of the sending state specified in paragraph 2 of Article 12 of the Consular Convention between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics of June 1, 1964, shall take place within one to three days from the time of arrest or detention depending on conditions of communication.

2. It is agreed between the Contracting Parties that the rights specified in paragraph 3 of Article 12 of the Consular Convention of a consular officer to visit and communicate with a national of the sending state who is under arrest or otherwise detained in custody shall be accorded within two to four days of the arrest or detention of such national depending upon his location.

3. It is agreed between the Contracting Parties that the rights specified in paragraph 3 of Article 12 of the Consular Convention of a consular officer to visit and communicate with a national of the sending state who is under arrest or otherwise detained in custody or is serving a sentence of imprisonment shall be accorded on a continuing basis.

The present Protocol constitutes an integral part of the Consular Convention between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics of June 1, 1964.

TIAS 6503

Done at Moscow on June 1, 1964 in two copies, each in the English  
and the Russian language, both texts being equally authentic.

For the Government  
of the United States  
of America

For the Government of the Union  
of Soviet Socialist  
Republics



Ambassador  
of the United States of America  
to the USSR



Minister for Foreign Affairs  
of the Union of Soviet  
Socialist Republics

## КОНСУЛЬСКАЯ КОНВЕНЦИЯ

МЕЖДУ ПРАВИТЕЛЬСТВОМ СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ И  
ПРАВИТЕЛЬСТВОМ СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ  
РЕСПУБЛИК

Правительство Соединенных Штатов Америки и Правительство  
Союза Советских Социалистических Республик,

Желая сотрудничать в укреплении дружественных отношений и  
урегулировать консульские отношения между обоими государствами,

Решили заключить Консультскую Конвенцию и с этой целью сог-  
ласились о нижеследующем:

## ОПРЕДЕЛЕНИЯ

## Статья I

В настоящей Конвенции приводимые ниже термины имеют следую-  
щее значение:

- 1) "Консульское учреждение" — означает любое генеральное  
консульство, консульство, вице-консульство или консульское агент-  
ство;
- 2) "Консульский округ" — означает район, отведенный консуль-  
ской учреждению для выполнения консульских функций;
- 3) "Глава консульского учреждения" — означает генерального  
консула, консула, вице-консула и консульского агента, являющихся  
руководителями консульского учреждения;
- 4) "Консульское должностное лицо" — означает любое лицо,  
включая главу консульского учреждения, которому поручено выполне-  
ние консульских функций. В определение "консульское должностное  
лицо" включаются также лица, прикомандированные к консульному  
учреждению для обучения консульской службе;

5) "Сотрудник консульского учреждения" - означает любое лицо, выполняющее в консульском учреждении административные или технические обязанности, либо обязанности по обслуживанию консульского учреждения.

**ОТКРЫТИЕ КОНСУЛЬСКИХ УЧРЕЖДЕНИЙ  
НАЗНАЧЕНИЕ КОНСУЛЬСКИХ ДОЛЖНОСТНЫХ ЛИЦ И  
СОТРУДНИКОВ**

**Статья 2**

1. Консульское учреждение может быть открыто на территории государства пребывания только с согласия этого государства.

2. Местонахождение консульского учреждения и границы его консульского округа будут определяться по соглашению между представляемым государством и государством пребывания.

3. До назначения главы консульского учреждения представляющее государство испрашивает дипломатическим путем согласие государства пребывания на такое назначение.

4. Дипломатическое представительство представляемого государства направляет министерству иностранных дел государства пребывания консульский патент, в котором указывается полное имя и фамилия главы консульского учреждения, его гражданство, ранг, определенный для него консульский округ и местонахождение консульского учреждения.

5. Глава консульского учреждения может приступить к исполнению своих обязанностей лишь после признания его в этом качестве государством пребывания. Такое признание после представления патента будет иметь форму экзекватуры или иную форму и будет предоставляться бесплатно.

6. Представляемое государство заранее сообщает государству пребывания полное имя и фамилию, должность и ранг всех консульских должностных лиц, кроме главы консульского учреждения, а также полное имя, фамилию и должность сотрудников консульского учреждения.

Государство пребывания выдает каждому консульному должностному лицу соответствующий документ, подтверждающий его право осуществлять консульские функции на территории государства пребывания.

7. Государство пребывания может в любое время, не будучи обязанным мотивировать свое решение, уведомить представляемое государство по дипломатическим каналам о том, что любое консульское должностное лицо является персоной нон грата или что любой сотрудник консульского учреждения является неприемлемым. В таком случае представляемое государство должно, соответственно, отзвать такое должностное лицо или сотрудника консульского учреждения. Если представляемое государство откажется выполнить или не выполнит в течение разумного срока свои обязательства, предусмотренные в настоящем пункте, государство пребывания может отказаться признавать соответствующее должностное лицо или сотрудника членом консульского учреждения.

8. За исключением членов персонала дипломатического представительства представляемого государства, как он определен в пункте (с) статьи I Венской Конвенции о дипломатических сношениях, никакой иной гражданин представляемого государства, уже находящийся в государстве пребывания или направляющийся туда, не может быть назначен консульским должностным лицом или сотрудником консульского учреждения.

#### Статья 3

Консульскими должностными лицами могут быть только граждане представляемого государства.

#### Статья 4

Государство пребывания принимает необходимые меры для того, чтобы консульское должностное лицо могло выполнять свои обязанности и пользоваться правами, привилегиями и иммунитетами, предусмотренными настоящей Конвенцией и законодательством государства пребывания.

#### Статья 5

I. Государство пребывания должно либо оказать содействие представляемому государству в приобретении на своей территории, согласно своим законам и правилам, помещений, необходимых для его консульского учреждения, либо оказать помощь последнему в получении помещений иным путем.

2. Оно должно также, в случае необходимости, оказывать помощь представляемому государству в получении подходящих помещений для персонала его консульского учреждения.

#### Статья 6

1. Если глава консульского учреждения не может выполнять свои функции или если должность главы консульского учреждения вакантна, представляемое государство может уполномочить консульское должностное лицо данного или другого консульского учреждения или одного из членов дипломатического персонала своего дипломатического представительства в государстве пребывания для временного руководства консульским учреждением. Полное имя и фамилия этого лица должны быть предварительно сообщены министерству иностранных дел государства пребывания.

2. Лицо, уполномоченное для временного руководства консульским учреждением, пользуется правами, привилегиями и иммунитетами главы консульского учреждения.

3. Если член дипломатического персонала дипломатического представительства представляемого государства в государстве пребывания назначается представляемым государством в соответствии с положениями пункта I настоящей статьи временно исполняющим обязанности главы консульского учреждения, он продолжает пользоваться дипломатическими привилегиями и иммунитетами.

#### КОНСУЛЬСКИЕ ФУНКЦИИ

#### Статья 7

Консульское должностное лицо имеет право в пределах своего консульского округа выполнять следующие функции и с этой целью может обращаться, устно или письменно, к соответствующим компетентным властям консульского округа:

1) защищать права и интересы представляемого государства, его граждан, физических и юридических лиц;

2) содействовать развитию торговых, экономических, культурных и научных связей между представляемым государством и государством пребывания и иным образом способствовать развитию дружественных отношений между ними;

3) регистрировать граждан представляемого государства, выдавать им паспорта и иные удостоверения личности и вносить в эти документы изменения, а также выдавать въездные, выездные и транзитные визы;

4) составлять и регистрировать акты рождения и смерти граждан представляемого государства, имевшие место в государстве пребывания; регистрировать заключение и расторжение браков, если оба лица, вступающие в брак или расторгающие его, являются гражданами представляемого государства, а также принимать заявления, касающиеся семейных отношений гражданина представляемого государства, которые могут потребоваться согласно законам представляемого государства, если это не запрещается законодательством государства пребывания;

5) составлять, удостоверять, идентифицировать, заверять, легализовать и совершать иные действия, которые могут оказаться необходимыми, чтобы сделать действительным любой акт или документ юридического характера и их копии, включая коммерческие документы, декларации, регистрации, завещательные распоряжения и контракты, по просьбе гражданина представляемого государства, когда такой документ предназначен для действия вне территории государства пребывания, а также для любого лица, когда такой документ предназначен для действия на территории представляемого государства;

6) переводить любые акты и документы на русский и английский языки и удостоверять правильность перевода;

7) совершать другие официальные консульские действия, порученные ему представляемым государством, если они не противоречат законодательству государства пребывания.

#### Статья 8

I. Указанные в пункте 5 статьи 7 настоящей Конвенции акты и документы, составленные или удостоверенные консульским должностным лицом и скрепленные его официальной печатью, а также удостоверенные им и скрепленные его официальной печатью копии, выписки и переводы подобных актов и документов принимаются к рассмотрению в государстве пребывания консульского должностного лица как официальные или официально удостоверенные акты, документы, копии, переводы и выписки, и имеют ту же силу и действие, как если бы они были составлены или

удостоверены компетентными властями или официальными должностными лицами государства пребывания, при условии, что такие документы составляются и оформляются в соответствии с законами и правилами страны, где они должны иметь действие.

2. Перечисленные в пункте I настоящей статьи акты, документы, копии, переводы или выписки, когда они представляются властям государства пребывания, легализуются, если это требуется по законам государства пребывания.

#### Статья 9

При наличии соответствующей информации у компетентных властей государства пребывания эти власти уведомляют консульское учреждение о смерти гражданина представляемого государства.

#### Статья 10

1. В случае смерти гражданина представляемого государства на территории государства пребывания, если умершее лицо не оставил на этой территории какого-либо известного наследника или исполнителя завещания, соответствующие местные власти государства пребывания, как можно быстрее, информируют консульское должностное лицо представляемого государства.

2. Консульское должностное лицо представляемого государства может по усмотрению соответствующих юридических властей и если это разрешается соответствующими действующими местными законами в государстве пребывания:

а) принимать временную опеку над личной собственностью, оставленной умершим гражданином представляемого государства, если умерший не оставил ни наследника, ни исполнителя завещания, назначенного умершим для управления его движимым имуществом в государстве пребывания, при условии, что такая временная опека должна быть передана должным образом назначенному администратору;

б) распоряжаться имуществом умершего гражданина представляемого государства, не проживавшего в момент своей смерти в государстве пребывания, который не оставил исполнителя завещания и после которого не осталось наследника в государстве пребывания, при условии, что в случае, если консульское должностное лицо уполномочено управлять имуществом, то оно перестанет осуществлять такое управление по назначении другого администратора;

с) представлять интересы гражданина представляемого государства в отношении имущества, находящегося в государстве пребывания, при условии, что такой гражданин не проживает в государстве пребывания, если и до тех пор, пока такой гражданин не представлен иным образом, при условии, однако, что ничто при этом не уполномочивает консульское должностное лицо действовать в качестве адвоката.

3. Если это не запрещено законом, консульское должностное лицо может, по усмотрению суда, учреждения или лица, распределяющего имущество, получать для передачи гражданину представляемого государства, не проживающему в государстве пребывания, любые деньги или имущество, на которые такой гражданин имеет право вследствие смерти другого лица, включая доли имущества, платежи, производимые на основании законов о страховании рабочих, пенсии и вообще пособия по социальному страхованию и выплаты по страховым полисам.

Суд, учреждение или лицо, распределяющие имущество, могут потребовать, чтобы консульское должностное лицо выполняло условия, установленные в отношении: (а) представления доверенности или других полномочий от такого гражданина, не проживающего в государстве пребывания, (б) представления разумных доказательств о получении таких денег или имущества таким гражданином и (с) возвращения денег или имущества в случае, если консульское должностное лицо не в состоянии представить таких доказательств.

4. В тех случаях, когда консульское должностное лицо осуществляет функции, предусмотренные в пунктах 2 и 3 настоящей статьи, на него распространяются в части, касающейся осуществления этих функций, законы государства пребывания и гражданская юрисдикция судебных и административных властей государства пребывания таким же образом и в такой же степени, как на гражданина государства пребывания.

#### Статья II

Консульское должностное лицо может предлагать судам или другим компетентным властям государства пребывания подходящих для этого лиц в качестве опекунов или попечителей для граждан представляемого государства или для имущества таких граждан, когда это имущество остается без надзора.

В случае, если суд или компетентные власти считают, что рекомендованная кандидатура по каким-либо причинам неприемлема, то консульское должностное лицо может предлагать новую кандидатуру.

#### Статья I2

1. Консульское должностное лицо имеет право в пределах своего округа встречаться и сноситься с любым гражданином представляемого государства, оказывать ему содействие и давать советы, а в случае необходимости принимать меры для оказания ему правовой помощи. Государство пребывания никоим образом не ограничивает доступ граждан представляемого государства к его консульским учреждениям.

2. Соответствующие власти государства пребывания немедленно уведомляют консульское должностное лицо представляемого государства об аресте или задержании в иной форме гражданина представляемого государства.

3. Консульское должностное лицо представляемого государства имеет право незамедлительно посетить и снестись с гражданином представляемого государства, находящимся под арестом или задержанным в иной форме или отбывающим срок тюремного заключения. Права, указанные в настоящем пункте, должны осуществляться в соответствии с законами и правилами государства пребывания при условии, однако, что упомянутые законы и правила не должны аннулировать этих прав.

#### Статья I3

1. Консульское должностное лицо может оказывать помощь и содействие судам, плавающим под флагом представляемого государства и зашедшими в порт его консульского округа.

2. Без ущерба для прав властей государства пребывания консульское должностное лицо может расследовать любые происшествия, имевшие место в пути на судах, плавающих под флагом представляемого государства, и разрешать всякого рода споры между капитаном, командным составом и матросами, поскольку это предусматривается законодательством представляемого государства. Консульское должностное лицо может обращаться за содействием к компетентным властям государства пребывания при исполнении таких обязанностей.

3. В случае, если суды или другие компетентные органы государства пребывания намерены предпринять какие-либо принудительные действия на судах, плавающих под флагом представляемого государства, в то время, когда они находятся в водах государства пребывания, то до начала таких действий компетентные власти государства пребывания, за исключением случаев, когда это практически невозможно сделать ввиду срочности дела, ставят в известность консульское должностное лицо представляемого государства, чтобы консульское должностное лицо могло присутствовать при осуществлении этих действий. В случае, когда предварительное уведомление консульского должностного лица практически невозможно, компетентные власти государства пребывания должны информировать его в кратчайший срок после совершения таких действий.

4. Пункт 3 настоящей статьи не применяется к таможенному, паспортному и санитарному контролю, а также к действиям, предпринятым по просьбе или с одобрения капитана судна.

5. В понятие "судно" в смысле настоящей Конвенции не входят военные суда.

#### Статья- I4

Если судно, плавающее под флагом представляемого государства, потерпит кораблекрушение, сядет на мель, будет выброшено на берег или потерпит какую-либо другую аварию в пределах территории государства пребывания, то компетентные власти государства пребывания незамедлительно ставят об этом в известность консульское должностное лицо и извещают его о принятых ими мерах по спасанию людей, судна и груза.

Консульское должностное лицо может оказать всяческую помощь такому судну, членам его экипажа и его пассажирам, а также принимать меры, направленные к сохранению груза и ремонта судна, либо обращаться к властям государства пребывания с просьбой принять такие меры.

Компетентные власти государства пребывания оказывают консульскому должностному лицу необходимое содействие в предпринимаемых им мерах, связанных с аварией судна.

Потерпевшее аварию судно, его груз или запасы не облагаются на территории государства пребывания таможенными пошлинами, если они не передаются для использования в этом государстве.

Если собственник или кто-либо уполномоченный действовать от его имени не имеет возможности сделать необходимые распоряжения в отношении судна или его груза, то такие распоряжения могут быть сделаны консульским должностным лицом. Консульское должностное лицо может при подобных обстоятельствах сделать распоряжения в отношении груза, собственником которого является представляемое государство или кто-либо из его граждан, обнаруженного или доставленного в порт с потерпевшего аварию судна, плавающего под флагом любого государства, за исключением кораблей государства пребывания.

#### Статья I5

Статьи I3 и I4 применяются соответственно также и к воздушным судам.

#### ПРАВА, ПРИВИЛЕГИИ И ИММУНИТЕТЫ

#### Статья I6

Государственный флаг представляемого государства и консульский флаг могут вывешиваться на консульском учреждении, на резиденции главы консульского учреждения и на его средствах передвижения, используемых им при исполнении служебных обязанностей. На здании, в котором расположено консульское учреждение, может быть также укреплен щит с государственным гербом представляемого государства и названием учреждения.

#### Статья I7

Консульские архивы являются неприкосновенными в любое время и независимо от их местонахождения. Неслужебные бумаги не должны храниться в консульских архивах.

Здание или часть здания, используемые для целей консульского учреждения, а также земельный участок, обслуживающий данное здание или его часть, и резиденция главы консульского учреждения неприкосновенны.

Полиция и другие власти государства пребывания не могут вступать в здание или часть здания, используемые для целей консульского учреждения, и резиденцию главы консульского учреждения без согласия на это главы консульского учреждения, назначенного им лица или главы дипломатического представительства представляемого государства.

#### Статья 18

1. Консульское учреждение имеет право сноситься со своим правительством или с дипломатическим представительством и консульскими учреждениями представляемого государства в государстве пребывания или с другими дипломатическими представительствами и консульскими учреждениями представляемого государства, пользуясь всеми обычными средствами связи. При осуществлении таких сношений консульское учреждение имеет право пользоваться шифром, дипломатическими курьерами и дипломатическими вализами. При пользовании обычными средствами связи к консульским учреждениям применяются те же тарифы, что и к дипломатическому представительству представляемого государства.

2. Служебная переписка консульского учреждения, независимо от того, какие средства связи им используются, и опечатанные дипломатические вализы, имеющие видимые внешние знаки, указывающие на их официальный характер, являются неприкосновенными и не подвергаются контролю или задержанию со стороны властей государства пребывания.

#### Статья 19

1. Консульские должностные лица не подлежат юрисдикции государства пребывания в том, что касается их служебной деятельности. То же самое относится к сотрудникам консульского учреждения, если они являются гражданами представляемого государства.

2. Консульские должностные лица и сотрудники консульского учреждения, являющиеся гражданами представляемого государства, пользуются иммунитетом от уголовной юрисдикции государства пребывания.

3. Представляемое государство может отказаться от этого иммунитета консульских должностных лиц и сотрудников консульского учреждения представляемого государства в отношении уголовной юрисдикции государства пребывания. Отказ во всех случаях должен быть определенно выраженным.

#### Статья 20

I. Консульские должностные лица и сотрудники консульского учреждения по приглашению суда государства пребывания являются в суд для дачи свидетельских показаний. Принятие мер в целях принуждения консульского должностного лица, или сотрудника консульского учреждения, являющегося гражданином представляемого государства, явиться в суд в качестве свидетеля и для дачи свидетельских показаний является недопустимым.

2. Если консульское должностное лицо или сотрудник консульского учреждения, являющийся гражданином представляемого государства, по служебным обстоятельствам или по причинам, считающимся уважительными по законам государства пребывания, не могут явиться в суд, то они должны известить об этом суд и дать свидетельские показания в помещении консульского учреждения или у себя на квартире.

3. В тех случаях, когда по законам страны пребывания в суде от консульских должностных лиц и сотрудников консульского учреждения требуется принесение присяги, вместо нее будет приемлемо заверение.

4. Консульские должностные лица и сотрудники консульского учреждения могут отказаться от дачи свидетельских показаний об обстоятельствах, касающихся их служебной деятельности.

5. Положения пунктов I, 2, 3 и 4 применяются также и при производстве, совершающем административными властями.

#### Статья 21

I. Недвижимое имущество, находящееся на территории государства пребывания, собственником или нанимателем которого является представляемое государство или лица, действующие от его имени, и которое используется для дипломатических или консульских целей, включая жилые помещения для персонала дипломатических и консульских учреждений, освобождается от налогообложения любого вида, устанавливаемого государством пребывания или каким-либо его штатом или местными властями. Указанное освобождение не относится к оплате за конкретные виды обслуживания.

2. Налоговые изъятий, указанные в пункте I настоящей статьи, не распространяются на те сборы, пошлины и налоги, которым по законодательству государства пребывания облагаются лица, заключившие договор с представляемым государством или с лицом, действующим от его имени.

### Статья 22

Консульское должностное лицо или сотрудник консульского учреждения, которые не являются гражданами государства пребывания и не имеют в государстве пребывания статуса иностранцев, допущенных на законном основании для постоянного жительства, освобождаются от уплаты всех налогов или аналогичных сборов любого вида, устанавливаемых государством пребывания или каким-либо его штатом или местными властями на официальные доходы, жалование, заработную плату или содержание, получаемые такими должностными лицами или сотрудниками от представляемого государства в связи с исполнением ими служебных обязанностей.

### Статья 23

I. Консульское должностное лицо или сотрудник консульского учреждения, которые не являются гражданами государства пребывания и не имеют в государстве пребывания статуса иностранцев, допущенных на законном основании для постоянного жительства, за исключением случаев, предусмотренных в пункте 2 настоящей статьи, освобождаются от всех налогов или аналогичных сборов любого вида, устанавливаемых государством пребывания или каким-либо его штатом или местными властями, выплачивать которые это должностное лицо или сотрудник консульского учреждения были бы в любом другом случае обязаны на законном основании.

2. Освобождение от налогов или сборов, предусмотренное в пункте I настоящей статьи, не применяется в отношении налогов и сборов:

а) за приобретение или владение частным недвижимым имуществом, находящимся в государстве пребывания, если лица, указанные в пункте I настоящей статьи, не являются собственниками или нанимателями этого имущества от имени представляемого государства для целей консульского учреждения;

б) на доходы, получаемые от источников в государстве пребывания, кроме указанных в статье 22 настоящей Конвенции;

с) за передачу имущества в государстве пребывания в порядке дарения;

д) за передачу имущества в государстве пребывания в случае смерти, включая наследование имущества;

3. Однако освобождение от налогов или иных подобных сборов, предусмотренное в пункте I настоящей статьи, применяется в отношении движимого наследственного имущества, оставшегося после смерти консульского должностного лица или сотрудника консульского учреждения или члена семьи консульского должностного лица или сотрудника консульского учреждения, проживавшего вместе с ними, если они не являются гражданами государства пребывания или иностранцами, допущенными на законном основании для постоянного жительства, и если это имущество находилось в государстве пребывания исключительно в связи с пребыванием в этом государстве умершего в качестве консульского должностного лица или сотрудника консульского учреждения или члена семьи консульского должностного лица или сотрудника консульского учреждения, проживавшего вместе с ними.

#### Статья 24

Консульское должностное лицо или сотрудник консульского учреждения, а также члены их семей, проживающие вместе с ними, которые не являются гражданами государства пребывания и не имеют в государстве пребывания статуса иностранцев, допущенных на законном основании для постоянного жительства, освобождаются в государстве пребывания от службы в вооруженных силах, а также от всех других видов принудительных повинностей.

#### Статья 25

Консульское должностное лицо или сотрудник консульского учреждения, а также члены их семей, проживающие вместе с ними, которые не имеют в государстве пребывания статуса иностранцев, допущенных на законном основании для постоянного жительства, освобождаются от всех обязанностей, предусмотренных законами и правилами государства пребывания относительно регистрации иностранцев, и от получения разрешения на жительство, а также от выполнения других подобных требований, применяемых к иностранцам.

### Статья 26

I. Все предметы, включая автомобили, ввезенные исключительно для служебного пользования консульского учреждения, освобождаются в государстве пребывания от всех таможенных пошлин, внутренних сборов или других налогов, взимаемых за ввоз или по причине ввоза, также как и предметы, предназначенные для служебного пользования дипломатического представительства представляющего государства.

2. Консульские должностные лица, сотрудники консульского учреждения и члены их семей, проживающие вместе с ними, которые не являются гражданами государства пребывания и не имеют в государстве пребывания статуса иностранцев, допущенных на законном основании для постоянного жительства, получают на основе взаимности те же освобождения от таможенных пошлин, внутренних сборов или других налогов, взимаемых за ввоз или по причине ввоза, какие представляются соответствующему персоналу дипломатического представительства представляющего государства.

3. В пункте 2 настоящей статьи термин "соответствующий персонал дипломатического представительства" относится к членам дипломатического персонала, если речь идет о консульских должностных лицах, и к членам административно-технического персонала, если речь идет о сотрудниках консульского учреждения.

### Статья 27

Поскольку это не противоречит законам и правилам государства пребывания о зонах, въезд в которые запрещается или регулируется по соображениям государственной безопасности, консульскому должностному лицу должно разрешаться свободно передвигаться в границах его консульского округа для выполнения им своих служебных обязанностей.

### Статья 28

Все лица, пользующиеся привилегиями и иммунитетами, обязаны без ущерба для их привилегий и иммунитетов, уважать законы и правила государства пребывания, включая правила движения транспорта.

### Статья 29

I. Права и обязанности консульских должностных лиц, предусмотренные настоящей Конвенцией, распространяются также и на членов дипломатического персонала дипломатических представительств Договаривающихся Сторон, на которых возложено осуществление консульских функций.

ций в дипломатическом представительстве и о назначении которых в качестве консульских должностных лиц дипломатическое представительство нотифицировало министерству иностранных дел государства пребывания.

2. За исключением случаев, предусмотренных в пункте 4 статьи 10 настоящей Конвенции, осуществление консульских функций лицами, указанными в пункте I настоящей статьи, не затрагивает дипломатических привилегий и иммунитетов, предоставляемых им как членам дипломатического представительства.

#### ЗАКЛЮЧИТЕЛЬНЫЕ ПОСТАНОВЛЕНИЯ

##### Статья 30

I. Настоящая Конвенция подлежит ратификации и вступит в силу на тридцатый день после обмена ратификационными грамотами, который состоится в Вашингтоне как можно скорее.

2. Конвенция будет оставаться в силе до истечения шести месяцев со дня, когда одна из Договаривающихся Сторон сообщит другой Договаривающейся Стороне о своем желании прекратить ее действие.

В удостоверение чего Уполномоченные обеих Договаривающихся Сторон подписали настоящую Конвенцию и скрепили ее своими печатями.

Совершено в Москве 1 июня 1964 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство  
Соединенных Штатов Америки



Посол Соединенных Штатов  
Америки в СССР

За Правительство  
Союза Советских Социалистических  
Республик



Министр Иностранных Дел Союза  
Советских Социалистических  
Республик

## П Р О Т О К О Л

к Консульской Конвенции между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик

1. Договаривающиеся Стороны соглашаются, что уведомление консульского должностного лица об аресте или задержании в иной форме гражданина представляемого государства, упомянутое в пункте 2 статьи I2 Консульской Конвенции между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик от 1 июня 1964 года производится в течение одного — трех дней со времени ареста или задержания в зависимости от условий связи.

2. Договаривающиеся Стороны соглашаются, что упомянутые в пункте 3 статьи I2 Консульской Конвенции права консульского должностного лица посещать и сноситься с гражданином представляемого государства, находящимся под арестом или задержанным в иной форме, предоставляются в течение двух — четырех дней после ареста или задержания такого гражданина в зависимости от его местонахождения.

3. Договаривающиеся Стороны соглашаются, что указанные в пункте 3 статьи I2 Консульской Конвенции права консульского должностного лица посещать и сноситься с гражданином представляемого государства, находящимся под арестом или задержанным в иной форме или отбывающим срок тюремного заключения, предоставляются на периодической основе.

Настоящий Протокол является неотъемлемой частью Консульской Конвенции между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик от 1 июня 1964 года.

Совершено в Москве 1 июня 1964 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство  
Соединенных Штатов Америки

  
Fay W. Kohler  
Посол Соединенных Штатов  
Америки в СССР

За Правительство  
Союза Советских Социалистических  
Республик

  
A. Grishko  
Министр Иностранных Дел Союза  
Советских Социалистических  
Республик

WHEREAS the Senate of the United States of America by its resolution of March 16, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the convention, together with the protocol;

WHEREAS the convention was ratified by the President of the United States of America on March 31, 1967, in pursuance of the advice and consent of the Senate, and has been ratified on the part of the Government of the Union of Soviet Socialist Republics;

WHEREAS the respective instruments of ratification of the convention were exchanged at Washington on June 13, 1968;

AND WHEREAS it is provided in Article 30 of the convention that the convention will enter into force on the thirtieth day following the exchange of instruments of ratification, and it is provided in the protocol that the protocol constitutes an integral part 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, together with the protocol, to the end that the same, and every article and clause thereof, shall be observed and fulfilled with good faith on and after July 13, 1968, 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 thirteenth day of June in the year of our Lord one thousand nine hundred sixty-eight  
[SEAL] and of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND

**Kindley Air Force Base, Bermuda: Additional  
Civil Airport Facilities**

*Agreement effected by exchange of notes  
Signed at London June 4, 1968;  
Entered into force June 4, 1968.*

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*The American Ambassador to the British Secretary of State for  
Foreign Affairs*

JUNE 4, 1968

Note No. 10

SIR,

I have the honor to refer to your Government's recent proposal that the United States Air Force make available within the boundaries of Kindley Air Force Base, Bermuda, three areas located generally as shown on the attached map, to provide for certain additional civil airport facilities.

After careful consideration of the factors involved, including the continued military nature and importance of the Base, my Government is agreeable to make the three areas in question available as proposed in accordance with the following provisions:

- (1) The areas in question shall be designated and defined by the United States military authorities, in consultation with the Government of Bermuda, in accordance with Article VIII (2) (a) of the Agreement, dated February 24, 1948, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the Opening of Certain Military Air Bases in the Caribbean Area and Bermuda to Use by Civil Aircraft. [1]
- (2) The Government of Bermuda shall not be required to pay rent to the United States Government for its use of the areas so designated and defined.

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<sup>1</sup> TIAS 1717; 62 Stat. 1866.

- (3) The United States military authorities shall have the right to determine how access to these areas are to be had, as well as the right to determine the manner and location of the construction and installation of any works, fixtures, and facilities in these areas, so as to prevent any variance with prevailing construction criteria as promulgated in current United States Air Force regulations and directives, and to preclude interfering with United States military activities at the Base.
- (4) The United States military authorities shall have the right to assume complete and unrestricted control and use of the areas involved and of any works, fixtures, and facilities placed thereon, should this prove to be necessary for military reasons of overriding necessity.
- (5) Before the areas in question can be used by the Government of Bermuda for civil airport activities, as specified herein, the United States weather facility, and any other United States facility presently in place in the three areas which is determined by the United States military authorities to be needed, shall first be installed and placed in operational condition in a new area or areas considered suitable by agreement between the Bermuda and United States military authorities. The United States Government shall be relieved from any and all expenses arising from the acquisition and site preparation of the area or areas so selected and such relocation.
- (6) The use of the three areas in support of civil airport activities shall not be considered to diminish in any way the military nature and importance of Kindley Air Force Base. Except as expressly provided herein, this Agreement shall not, in any manner, derogate from the provisions of the Agreement on Leased Naval and Air Bases, signed on March 27, 1941; [¹] the Agreement concerning the opening of Certain Military Air Bases in the Caribbean Area and Bermuda to Use by Civil Aircraft, dated February 24, 1948; the Agreement modifying the Leased Bases Agreement of March 27, 1941, effected by our exchange of notes dated July 19 and August 1, 1950; [²] the Agreement on the Provision of Civil Airport Facilities at the Kindley Air Force Base, Bermuda, effected by our exchange of notes dated March 23 and April 25, 1951; [³] and the Agreement extending the area of the Civil Air Terminal in Bermuda, effected by our exchange of notes dated May 25, 1960. [⁴]

<sup>¹</sup> EAS 235; 55 Stat. 1560.

<sup>²</sup> TIAS 2105; 1 UST 585.

<sup>³</sup> TIAS 2282; 2 UST 1311.

<sup>⁴</sup> TIAS 4489; 11 UST 1472.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland I have the honor to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and shall remain in force until the expiration of the lease of the United States Kindley Air Force Base.

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

DAVID BRUCE

*American Ambassador*

Enclosure: As stated

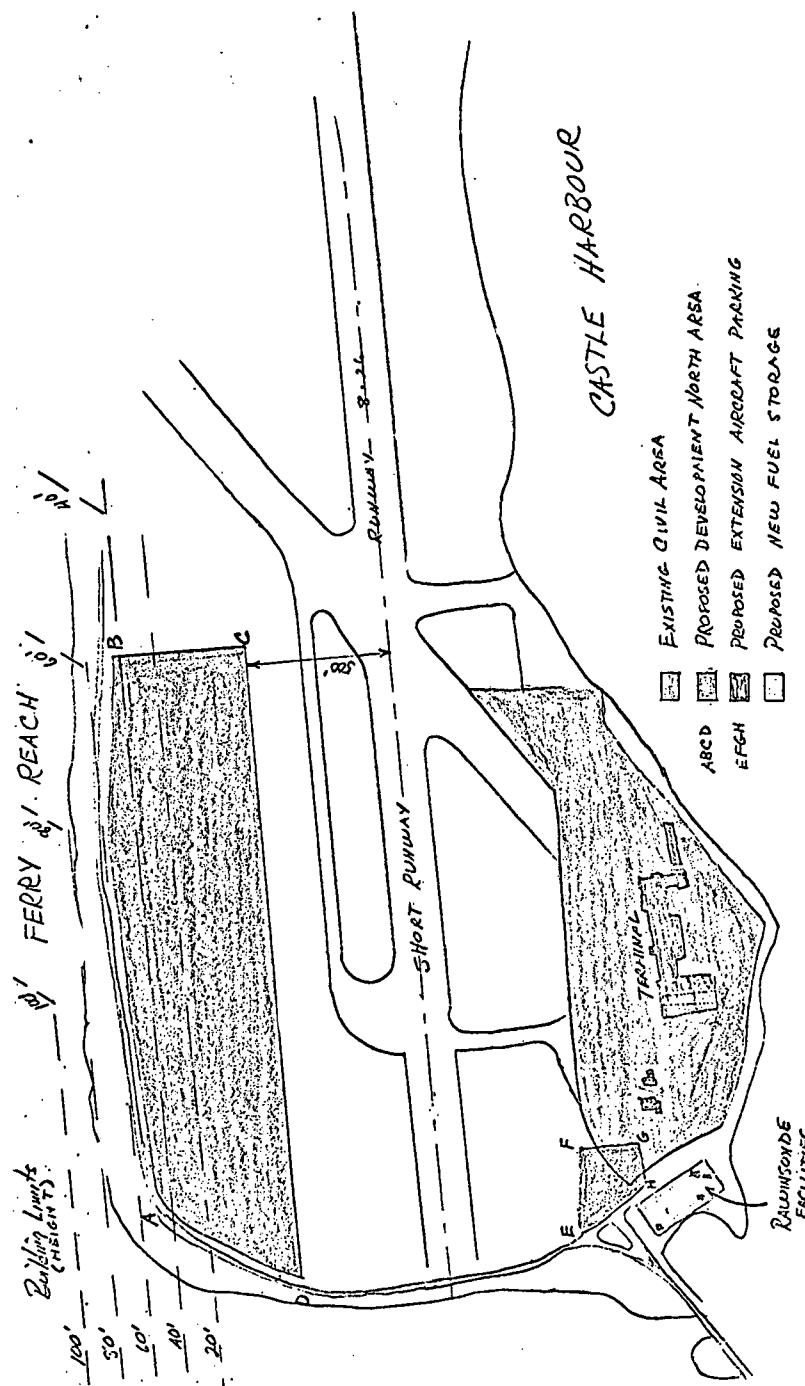
The Right Honorable

MICHAEL STEWART, M.P.

*Secretary of State for Foreign Affairs*

*Foreign Office*

*Whitehall, London*



*The British Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.  
4 June, 1968

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note No. 10 of today's date which reads as follows:

"I have the honor to refer to your Government's recent proposal that the United States Air Force make available within the boundaries of Kindley Air Force Base, Bermuda, three areas located generally as shown on the attached map, to provide for certain additional civil airport facilities.

After careful consideration of the factors involved, including the continued military nature and importance of the Base, my Government is agreeable to make the three areas in question available as proposed in accordance with the following provisions:

- (1) The areas in question shall be designated and defined by the United States military authorities, in consultation with the Government of Bermuda, in accordance with Article VIII (2) (a) of the Agreement, dated February 24, 1948, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the Opening of Certain Military Air Bases in the Caribbean Area and Bermuda to Use by Civil Aircraft.
- (2) The Government of Bermuda shall not be required to pay rent to the United States Government for its use of the areas so designated and defined.
- (3) The United States military authorities shall have the right to determine how access to these areas are to be had, as well as the right to determine the manner and location of the construction and installation of any works, fixtures, and facilities in these areas, so as to prevent any variance with prevailing construction criteria as promulgated in current United States Air Force regulations and directives, and to preclude interfering with United States military activities at the Base.
- (4) The United States military authorities shall have the right to assume complete and unrestricted control and use of the areas involved and of any works, fixtures, and facilities placed thereon, should this prove to be necessary for military reasons of overriding necessity.
- (5) Before the areas in question can be used by the Government of Bermuda for civil airport activities, as specified

herein, the United States weather facility, and any other United States facility presently in place in the three areas which is determined by the United States military authorities to be needed, shall first be installed and placed in operational condition in a new area or areas considered suitable by agreement between the Bermuda and United States military authorities. The United States Government shall be relieved from any and all expenses arising from the acquisition and site preparation of the area or areas so selected and such relocation.

- (6) The use of the three areas in support of civil airport activities shall not be considered to diminish in any way the military nature and importance of Kindley Air Force Base. Except as expressly provided herein, this Agreement shall not, in any manner, derogate from the provisions of the Agreement on Leased Naval and Air Bases, signed on March 27, 1941; the Agreement concerning the Opening of Certain Military Air Bases in the Caribbean Area and Bermuda to Use by Civil Aircraft, dated February 24, 1948; the Agreement modifying the Leased Bases Agreement of March 27, 1941 effected by our exchange of notes dated July 19 and August 1, 1950; the Agreement on the Provision of Civil Airport Facilities at the Kindley Air Force Base, Bermuda, effected by our exchange of notes dated March 23 and April 25, 1951; and the Agreement extending the area of the Civil Air Terminal in Bermuda, effected by our exchange of notes dated May 25, 1960.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland I have the honor to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and shall remain in force until the expiration of the lease of the United States Kindley Air Force Base".

In reply I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note and this reply shall constitute an agreement between our two Governments which shall enter into force on today's date and shall remain in force until the expiration of the lease of the United States Kindley Air Force Base.

I have the honour to be, with the highest consideration, Your Excellency's obedient Servant,

(For the Secretary of State)

C E DIGGINES

His Excellency

The Honourable DAVID K.E. BRUCE, C.B.E.,

*etc., etc., etc.,*

*United States Embassy,  
Grosvenor Square,  
W.1.*

## FEDERAL REPUBLIC OF GERMANY

### Extension of Loan of Vessel: USS *Anthony*

*Agreement amending the agreement of April 30 and May 1, 1957.*

*Effectuated by exchange of notes*

*Signed at Bonn/Bad Godesberg and Bonn February 27 and  
March 5, 1968;*

*Entered into force March 5, 1968.*

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*The American Ambassador to the Foreign Minister of the  
Federal Republic of Germany*

BONN/BAD GODESBERG

February 27, 1968

No. 6

EXCELLENCY:

I have the honor to refer to the agreement effected by an exchange of notes signed at Bonn on April 30 and May 1, 1957,[<sup>1</sup>] as extended by the agreement effected by an exchange of notes signed at Bonn on September 19 and 25, 1962, [<sup>2</sup>] which relate to the loan of naval vessels, and to recent consultations between representatives of our two governments concerning your government's request for a further extension of the period of the loan of the vessel ex "USS *Anthony*" (DD 515) under the aforesaid agreement for another five years.

I have the honor to inform you that the Government of the United States accedes to the request of the Government of the Federal Republic of Germany. I propose that this loan shall be subject to the provisions of the above mentioned agreement, as extended, which would be amended in the following respects:

"Paragraph 3 shall, for the purpose of the loan of this vessel, be amended to read:

The period of the loan for this vessel shall be 15 years from the original date of its delivery to the Government of the Federal Republic of Germany. This loan may be terminated earlier by either party at any time. In this event, the Government of the Federal Republic of Germany will promptly return subject vessel to the Government of the United States in accordance with the provision of paragraph 8 of this note, as amended.

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<sup>1</sup> TIAS 3852; 8 UST 894.

<sup>2</sup> TIAS 5181; 13 UST 2178.

"Paragraph 8 shall, for the purpose of the loan of this vessel, be amended to read:

Upon the expiration or termination of the loan, this vessel, together with all spares and allowances, including consumable stores and fuel, shall be returned to, and without compensation by the Government of the United States at a place and time to be specified by the Government of the United States, in substantially the same condition, fair wear and tear excepted, as when originally delivered."

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

GEORGE C. McGHEE

His Excellency

WILLY BRANDT

*Foreign Minister of the  
Federal Republic of Germany  
Bonn*

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*The Foreign Minister of the Federal Republic of Germany to the  
American Ambassador*

DER BUNDESMINISTER DES AUSWÄRTIGEN

BONN, den 5. März 1968

HERR BOTSCHAFTER,

Ich beeche mich, den Empfang Ihrer Note vom 27. Februar 1968 zu bestätigen, deren Wortlaut in vereinbarter Übersetzung wie folgt lautet:

"Ich beeche mich, auf das durch einen am 30. April und 1. Mai 1957 in Bonn unterzeichneten Notenwechsel geschlossene Abkommen über die Ausleihung von Kriegsschiffen in der Fassung des durch einen am 19. und 25. September 1962 in Bonn unterzeichneten Notenwechsel geschlossenen Verlängerungsabkommens und auf die kürzlichen Besprechungen zwischen Vertretern unserer beiden Regierungen über den Antrag Ihrer Regierung auf eine weitere Verlängerung der Leihfrist für das Schiff mit der früheren Bezeichnung "USS Anthony" (DD 515) im Rahmen des genannten Abkommens um nochmals fünf Jahre Bezug zu nehmen.

Ich beeche mich, Ihnen mitzuteilen, dass die Regierung der Vereinigten Staaten dem Antrag der Regierung der Bundesrepublik Deutschland stattgibt. Ich schlage vor, dass diese Ausleihung im Rahmen der Bestimmungen des genannten Verlängerungsabkommens erfolgt, das wie folgt geändert würde:

Absatz 3 wird für die Zwecke der Ausleihung dieses Schiffes wie folgt geändert:

Der Zeitraum für die Ausleihung dieses Schiffes beträgt 15 Jahre vom ursprünglichen Tage seiner Auslieferung an die Regierung der Bundesrepublik Deutschland ab gerechnet. Diese Ausleihung kann von jeder Vertragspartei jederzeit vorzeitig beendet werden. In diesem Falle gibt die Regierung der Bundesrepublik Deutschland das betreffende Schiff sofort gemäss Absatz 8 dieser Note in ihrer geänderten Fassung an die Regierung der Vereinigten Staaten zurück.

Absatz 8 wird für die Zwecke der Ausleihung dieses Schiffes wie folgt geändert:

Nach Ablauf oder Beendigung der Ausleihung wird dieses Schiff, zusammen mit allen Ersatzteilen, Ausrüstungsgegenständen und Materialien, einschliesslich der Vorräte an Verbrauchsgütern und der Brennstoffe, der Regierung der Vereinigten Staaten ohne Entschädigung seitens der genannten Regierung an einem von der Regierung der Vereinigten Staaten näher anzugebenden Ort und Zeitpunkt — abgesehen von normaler Abnutzung — im wesentlichen in dem gleichen Zustand, in dem es ursprünglich ausgeliefert wurde, zurückgegeben.

Falls diese Bedingungen der Regierung der Bundesrepublik Deutschland annehmbar erscheinen, beehre ich mich vorzuschlagen, dass die diesbezügliche Antwort Eurer Exzellenz zusammen mit dieser Note eine Vereinbarung zwischen unseren beiden Regierungen über diesen Gegenstand darstellt, die mit dem Datum Ihrer Antwortnote in Kraft tritt."

Ich beehre mich, Ihnen mitzuteilen, dass die Bundesregierung mit dem Inhalt Ihrer Note und damit einverstanden ist, dass Ihre Note und diese Antwort eine Vereinbarung zwischen unseren beiden Regierungen bilden soll, die mit dem Datum dieser Antwort in Kraft tritt.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.

WILLY BRANDT

Seiner Exzellenz

*dem Botschafter der*

*Vereinigten Staaten von Amerika*

Herrn GEORGE C. McGHEE

*Bad Godesberg*

*Translation***THE FEDERAL MINISTER OF FOREIGN AFFAIRS****BONN, March 5, 1968****MR. AMBASSADOR:**

I have the honor to acknowledge receipt of your note of February 27, 1968, the agreed translation of which reads as follows:

[For the English language text, see p. 5066.]

I have the honor to inform you that the Federal Government is agreeable to the content of your note and to the proposal that your note and this reply shall constitute an agreement between our two governments, which shall enter into force on the date of this reply.

Accept, Mr. Ambassador, the expression of my highest consideration.

**WILLY BRANDT****His Excellency****GEORGE C. McGHEE,***Ambassador of the**United States of America,**Bad Godesberg.*

## PHILIPPINES

### Military Bases in the Philippines: Relinquishment of Bataan Pol Terminal at Kitang Point

*Agreement effected by exchange of notes  
Dated at Manila April 30, 1968;  
Entered into force April 30, 1968.*

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*The American Embassy to the Department of Foreign Affairs of the Philippines*

No. 830

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the Military Bases Agreement of 1947, [<sup>1</sup>] as amended, and the Agreement of December 22, 1965, [<sup>2</sup>] between the United States and the Republic of the Philippines concerning relinquishment by the United States to the Republic of the Philippines of the use of certain base lands in the Philippines.

The Embassy has the further honor to propose that the United States Government relinquish to the Government of the Republic of the Philippines any and all rights to the use of the Bataan Pol Terminal at Kitang Point, Limay, Province of Bataan, as shown on Map #1 attached to the Agreement of December 22, 1965, and all improvements, equipment, and facilities thereon owned by the United States Government, in accordance with Article XVII of the Military Bases Agreement of 1947. The Agreement of December 22, 1965, specifically excluded the Bataan Pol Terminal.

The Embassy has the further honor to propose that the Government of the Republic of the Philippines will, beginning May 1, 1968, assume responsibility for the continuation of payment of rentals to the owners of property within the Terminal area under leases to which the United States Government is a party on the date of relinquishment until the Government of the Republic of the Philippines acquires rights to the use of this private property.

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<sup>1</sup> TIAS 1775; 61 Stat. 4019.

<sup>2</sup> TIAS 5924; 16 UST 1919.

Finally, the Embassy has the honor to propose that the Government of the Republic of the Philippines will hold the United States Government harmless from any and all actions and claims arising from obligations undertaken in the aforementioned leases including any claims for restoration of privately owned property, which may arise upon termination of such leases and relinquishment of its present rights to the use of the Bataan Pol Terminal.

If the foregoing is acceptable to the Government of the Republic of the Philippines, the Embassy has the honor to propose that this note and the Department's reply indicating such acceptance shall constitute an agreement between the two Governments which will enter into force on the date of the Department's reply.

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

JMW

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Manila, April 30, 1968.*

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*The Department of Foreign Affairs of the Philippines to the  
American Embassy*

No. 12331

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the latter's Note No. 830, dated April 30, 1968, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the Military Bases Agreement of 1947, as amended, and the Agreement of December 22, 1965, between the United States and the Republic of the Philippines concerning relinquishment by the United States to the Republic of the Philippines of the use of certain base lands in the Philippines.

"The Embassy has the further honor to propose that the United States Government relinquish to the Government of the Republic of the Philippines any and all rights to the use of the Bataan Pol Terminal at Kitang Point, Limay, Province of Bataan, as shown on Map #1 attached to the Agreement of December 22, 1965, and all improvements, equipment, and facilities thereon owned by the United States Government, in accordance with Article XVII of the Military Bases Agreement of 1947. The Agreement of December 22, 1965, specifically excluded the Bataan Pol Terminal.

TIAS 6506

"The Embassy has the further honor to propose that the Government of the Republic of the Philippines will, beginning May 1, 1968, assume responsibility for the continuation of payment of rentals to the owners of property within the Terminal area under leases to which the United States Government is a party on the date of relinquishment until the Government of the Republic of the Philippines acquires rights to the use of this private property.

"Finally, the Embassy has the honor to propose that the Government of the Republic of the Philippines will hold the United States Government harmless from any and all actions and claims arising from obligations undertaken in the aforementioned leases including any claims for restoration of privately owned property, which may arise upon termination of such leases and relinquishment of its present rights to the use of the Bataan Pol Terminal.

"If the foregoing is acceptable to the Government of the Republic of the Philippines, the Embassy has the honor to propose that this note and the Department's reply indicating such acceptance shall constitute an agreement between the two Governments which will enter into force on the date of the Department's reply.

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

The Department wishes to inform the Embassy that the Embassy's above-quoted note is acceptable to the Government of the Republic of the Philippines and that the Embassy's note hereinabove quoted and this reply note shall constitute an agreement between the two Governments which will enter into force on the date of this note.

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

N R

MANILA, April 30, 1968

## NICARAGUA

### Peace Corps

*Agreement effected by exchange of notes  
Signed at Managua May 23 and 25, 1968;  
Entered into force May 25, 1968.*

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*The American Ambassador to the Minister of Foreign Relations  
of Nicaragua*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Managua, Nicaragua, May 23, 1968

No. 111

#### 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 Nicaragua.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Nicaragua and approved by the Government of the United States to perform mutually agreed tasks in Nicaragua. The Volunteers will work under the immediate supervision of governmental or private organizations in Nicaragua designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Nicaragua will bear such share of the costs of the Peace Corps program incurred in Nicaragua as our two governments may agree should be contributed by it.

2. The Government of Nicaragua 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 Nicaragua; 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 Nicaragua will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Nicaragua,

from all customs duties or other charges on their personal property introduced into Nicaragua for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes 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 should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Nicaragua will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Nicaragua 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 Nicaragua will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Nicaragua. The Government of Nicaragua will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Nicaragua, 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 Nicaragua 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 Nicaragua for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Nicaragua will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Nicaragua for their own use as is accorded Volunteers hereunder.

5. 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 Nicaragua 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 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 assurances of my highest consideration.

KENNEDY M. CROCKETT

His Excellency  
Señor Doctor  
DON LORENZO GUERRERO,  
Minister of Foreign Relations,  
Managua.

The Minister of Foreign Relations of Nicaragua to the American Ambassador

MINISTERIO  
DE  
RELACIONES EXTERIORES

SECRETARIA GENERAL  
SECCION DIPLOMATICA

MS. No. 052

"AÑO DE LA EFICIENCIA  
AGRICOLA Y GANADERA"

MANAGUA, D.N., 25 de Mayo de 1968.

SEÑOR EMBAJADOR:

Teng oel honor de dar aviso de recibo a la atenta nota de Vuestra Excelencia No. 111 de fecha 23 de Mayo en curso, por medio de la cual de acuerdo a conversaciones sostenidas entre Representantes de nuestros dos Gobiernos se sirve proponer un Entendimiento con relación a las mujeres y hombres de los Estados Unidos de América que se presenten como voluntarios para servir en el Cuerpo de Paz, bajo las condiciones que se estipulan en las cláusulas que traducidas al español se trasciben a continuación:

"1. El Gobierno de los Estados Unidos proporcionará los Voluntarios del Cuerpo de Paz que sean solicitados por el Gobierno de Nicaragua y aprobados por el Gobierno de los Estados Unidos para realizar en Nicaragua las tareas que hayan sido mutuamente convenidas. Los Voluntarios trabajarán bajo la supervisión inmediata de organizaciones gubernamentales o privadas en Nicaragua designadas por nuestros dos Gobiernos. El Gobierno de los Estados Unidos facilitará adiestramiento a los Voluntarios, a fin de capacitarlos para que realicen más eficazmente las tareas que para los mismos hayan sido convenidas. El Gobierno de Nicaragua compartirá los gastos del programa del Cuerpo de Paz que se efectúen en Nicaragua, de acuerdo con lo que convengan nuestros dos Gobiernos al respecto.

2. El Gobierno de Nicaragua otorgará trato equitativo a los Voluntarios y a sus bienes, les concederá plena ayuda y protección, incluyendo un trato no menos favorable que el generalmente otorgado a nacionales de los Estados Unidos que residen en Nicaragua, e informará, consultará y cooperará plenamente con representantes

del Gobierno de los Estados Unidos con respecto a todos los asuntos concernientes a ellos. El Gobierno de Nicaragua eximirá a los Voluntarios de todos los impuestos sobre pagos que reciban para sufragar sus gastos de vida y por ingresos que provengan de fuera de Nicaragua, de todos los impuestos aduaneros u otros recargos sobre sus efectos personales introducidos a Nicaragua para su propio uso en la fecha de su llegada o alrededor de la misma, y de todos los demás impuestos o recargos (incluyendo derechos de inmigración), con excepción de los derechos de licencia e impuestos u otros recargos incluidos en los precios de equipo, suministros y servicios.

3. El Gobierno de los Estados Unidos proporcionará a los Voluntarios las cantidades limitadas de equipo y suministros que por acuerdo entre nuestros dos Gobiernos deben ser proporcionados por el mismo para que los Voluntarios puedan desempeñar sus tareas de una manera eficaz. El Gobierno de Nicaragua eximirá de todo impuesto, derechos aduaneros y demás recargos, a todos los equipos y suministros introducidos o adquiridos en Nicaragua por el Gobierno de los Estados Unidos o por cualquier contratista financiado por éste, para el uso aquí convenido.

4. A fin de que el Gobierno de los Estados Unidos pueda cumplir con sus responsabilidades de acuerdo con este Acuerdo, el Gobierno de Nicaragua recibirá a un representante del Cuerpo de Paz y a los miembros del personal del representante y a los miembros del personal de las organizaciones privadas de los Estados Unidos que desempeñen funciones conforme al presente Acuerdo bajo contrato con el Gobierno de los Estados Unidos, que sean aceptables al Gobierno de Nicaragua. El Gobierno de Nicaragua eximirá a tales personas de todos los impuestos sobre ingresos derivados de su trabajo con el Cuerpo de Paz o de fuentes fuera de Nicaragua, y de todos los otros impuestos u otros recargos (incluyendo derechos de inmigración), con excepción de los derechos de licencia e impuestos u otros recargos incluidos en los precios de equipo, suministros y servicios. El Gobierno de Nicaragua otorgará al Representante del Cuerpo de Paz y a su personal el mismo trato con respecto al pago de los derechos aduaneros u otros recargos sobre los efectos personales introducidos a Nicaragua para su propio uso que el otorgado al personal de la Embajada de los Estados Unidos de rango o grado equivalente. El Gobierno de Nicaragua otorgará al personal de las organizaciones privadas de los Estados Unidos que estén bajo contrato con el Gobierno de los Estados Unidos, el mismo trato con respecto al pago de derechos aduaneros u otros recargos sobre los efectos personales introducidos a Nicaragua para su propio uso, que el otorgado a los Voluntarios de conformidad con el presente Acuerdo.

5. Los representantes apropiados de nuestros dos Gobiernos podrán, de cuando en cuando, hacer los arreglos que estimen necesarios o convenientes, con respecto a los Voluntarios del Cuerpo de Paz y los programas del Cuerpo de Paz en Nicaragua, con el objeto de poner en efecto este Acuerdo. Los compromisos de cada uno de los Gobiernos

conforme al presente Acuerdo estarán sujetos a la disponibilidad de fondos y a las leyes aplicables de ese Gobierno.

Tengo el honor de proponer que, si este Acuerdo es aceptable a su Gobierno, esta nota y la nota de respuesta de su Gobierno, expresando su conformidad con la misma, constituyan un Acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de la nota de su Gobierno y permanecerá en vigor hasta noventa días después de la fecha de notificación escrita de cualquiera de los dos gobiernos al otro de su intención de terminarlo".

En respuesta me complace manifestar a Vuestra Excelencia que mi Gobierno acepta el Entendimiento a que se refiere vuestra nota en las cláusulas que se dejan trascritas, constituyendo la nota de Vuestra Excelencia y la presente respuesta un Acuerdo entre nuestros dos Gobiernos que entrará en vigor a partir de la presente fecha.

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

LORENZO GUERRERO

Excelentísimo Señor

KENNEDY McCAMPBELL CROCKETT,

*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América,  
Managua, D.N.*

*Translation*

MINISTRY  
OF  
FOREIGN AFFAIRS

OFFICE OF THE SECRETARY GENERAL  
DIPLOMATIC SECTION

MS. No. 052

"YEAR OF AGRICULTURAL  
EFFICIENCY"

MANAGUA, D.N., May 25, 1968

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 111 dated May 23 of this year, whereby, in accordance with conversations held between representatives of our two Governments, you propose an Understanding with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps, under the conditions stipulated in the clauses that translated into Spanish are transcribed below:

[For the English language text of the clauses, see p. 5073.]

In reply I am happy to inform Your Excellency that my Government concurs in the above-transcribed clauses of the Understanding referred to in your note, Your Excellency's note and this reply constituting an agreement between our two Governments, which shall enter into force on this date.

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

LORENZO GUERRERO

His Excellency

KENNEDY McCAMPBELL CROCKETT,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Managua, D.N.*

## PHILIPPINES

### Special Fund for Education: School Construction, Textbook Production, Cultural Development, Private Education

*Agreements effected by exchanges of notes:*

*Signed at Manila May 18, 1967;*

*Entered into force May 18, 1967.*

*Signed at Manila June 26, 1967;*

*Entered into force June 26, 1967.*

*Signed at Manila August 11, 1967;*

*Entered into force August 11, 1967.*

*Signed at Manila June 11, 1968;*

*Entered into force June 11, 1968.*

*With related notes*

*Signed at Manila April 26, 1966.*

---

*The American Ambassador to the Secretary of Foreign Affairs of  
the Philippines*

No. 839

MANILA, April 26, 1966.

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963,[<sup>1</sup>] as an amendment to the Philippine War Damage legislation of 1962. I also have the honor to confirm the following understandings reached as a result of these conversations:

1. The monies made available to the Special Fund provided in the amendment to the Act shall be used for the purpose of furthering educational programs to the mutual advantage of the Republic of the Philippines and the United States of America.
2. The funds shall be used to further enduring educational projects in the broadest sense which shall promote the general development of the Philippines. Such projects shall be developed and determined by means of consultation between the two Governments.

---

<sup>1</sup> 77 Stat. 123; 50 U.S.C. app. §§ 1751-1785 note (1964).

3. Disbursements from the Fund by the authorized disbursing agent of the United States Government for approved projects shall be made from time to time as provided in a schedule of payments to be mutually agreed upon for each project, and deposited by the United States Government in such banking institutions in the Philippines as may be agreed upon by the two Governments. The two Governments agree to negotiate the release and utilization of the Special Fund for Education within the minimum time consistent with the formulation and implementation of each project developed.

4. A report covering the status of each project developed pursuant to negotiations to be supported by the Fund shall be furnished periodically by the Philippine Government to the United States Government until such time as the funds authorized by the two Governments for the support of such projects have been fully utilized. A final and comprehensive status report on the completed utilization of the fund shall be subsequently provided by the Government of the Philippines.

Upon receipt of a note indicating that the foregoing provisions are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note and your reply thereto constitute the basis for negotiations between our two Governments on the uses of the Special Fund for Education.

Accept Excellency, the renewed assurances of my highest consideration.

WILLIAM McCORMICK BLAIR, Jr.

His Excellency

NARCISO RAMOS,

*Secretary of Foreign Affairs,  
Manila.*

---

*The Secretary of Foreign Affairs of the Philippines to the American Ambassador*

No. 7564

MANILA, April 26, 1966

EXCELENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 839 of April 26, 1966, which reads as follows:

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment

to the Philippine War Damage legislation of 1962. I also have the honor to confirm the following understandings reached as a result of these conversations:

“1. The monies made available to the Special Fund provided in the amendment to the Act shall be used for the purpose of furthering educational programs to the mutual advantage of the Republic of the Philippines and the United States of America.

“2. The funds shall be used to further enduring educational projects in the broadest sense which shall promote the general development of the Philippines. Such projects shall be developed and determined by means of consultation between the two Governments.

“3. Disbursements from the Fund by the authorized disbursing agent of the United States Government for approved projects shall be made from time to time as provided in a schedule of payments to be mutually agreed upon for each project, and deposited by the United States Government in such banking institutions in the Philippines as may be agreed upon by the two Governments. The two Governments agree to negotiate the release and utilization of the Special Fund for Education within the minimum time consistent with the formulation and implementation of each project developed.

“4. A report covering the status of each project developed pursuant to negotiations to be supported by the Fund shall be furnished periodically by the Philippine Government to the United States Government until such time as the funds authorized by the two Governments for the support of such projects have been fully utilized. A final and comprehensive status report on the completed utilization of the fund shall be subsequently provided by the Government of the Philippines.

“Upon receipt of a note indicating that the foregoing provisions are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note and your reply thereto constitute the basis for negotiations between our two Governments on the uses of the Special Fund for Education.”

I have further the honor to inform Your Excellency that the proposals set forth in the above-quoted Note are acceptable to my Government and that Your Excellency’s Note and this reply constitute the basis for negotiations between our two Governments on the uses of the Special Fund for Education.

Accept, Excellency, the assurances of my highest consideration.

NARCISO RAMOS

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

*Ambassador of the United States of America  
to the Philippines  
Manila*

---

*The American Ambassador to the Secretary of Foreign Affairs of the  
Philippines*

No. 907

MANILA, May 18, 1967

**EXCELLENCY:**

I have the honor to refer to our April 26, 1966 exchange of notes concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962, and to the recent discussions about the School Building Construction Project 1967-1968, formally proposed by Your Excellency's Government on April 18, 1967, and attached as Annex A to this note. As indicated in the proposal of Your Excellency's Government, this project, an element in the Presidential School Building Program, calls for Special Fund financing of 5,000 BPS-I-66-type, three-classroom school buildings and 1,545 II-A-D2 Army-type, two-classroom school buildings with a combined total of 18,090 classrooms. I now have the honor on behalf of my Government to inform Your Excellency that this project has been approved for the expenditure of thirteen million seventy-seven thousand dollars (\$13,077,000) from the Special Fund for Education. I have the further honor to propose that the following understandings, drawn up in accordance with the exchange of notes of April 26, 1966, govern the implementation of this project:

1. Dollar disbursements for the project shall be made by the United States Government for deposit in depository banks in the United States designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the said National Economic Council; thereafter, the National Economic Council shall deposit the peso equivalent at current exchange rates in the Philippine National Bank, Manila. The first disbursement by the United States Government will be made within two weeks after the date of this exchange of notes, and, as shown in Annex B to this note, the final one is scheduled for May 1, 1968.

Each disbursement will be made in advance for the work to be undertaken and, except for the first, within two weeks after the National Economic Council certifies in a detailed progress report that the Special Fund for Education portion of this project has substantially reached the stage of implementation as shown in Annex C to this note.

2. Your Excellency's Government undertakes to identify the school buildings constructed with support of the Special Fund for Education, indicating that those buildings were constructed by the Philippine Government with funds made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War Two.
3. Your Excellency's Government shall provide a final and comprehensive status report upon the completion of this project.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annexes and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the School Building Construction Project, 1967–1968.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM McCORMICK BLAIR, Jr.

Annexes:

- A. School Building Construction Project, 1967–1968
- B. Special Fund for Education School Building Construction Project Disbursement Schedule
- C. Special Fund for Education School Building Project Implementation Schedule

His Excellency

NARCISO RAMOS

*Secretary of Foreign Affairs  
Manila*

## ANNEX A



SPECIAL FUND FOR EDUCATION  
**SCHOOL BUILDING  
CONSTRUCTION  
PROJECT, 1967-1968**  
(FINAL COPY)

SCHOOL BUILDING CONSTRUCTION  
PROJECT

A PROJECT PROPOSAL OF THE  
DEPARTMENT OF EDUCATION

Submitted to the  
Special Fund For Education Committee  
Under the US War Damage Act

Manila, Philippines  
November, 1966

**SPECIAL FUND FOR EDUCATION****PUBLIC SCHOOL BUILDING CONSTRUCTION PROJECT****PROJECT DATA**

Special Fund Allocation .....	F51,000,000.00
Duration .....	13 1/2 months
Executing Agency .....	Presidential School Building Committee Office of the President Republic of the Philippines

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## I. SUMMARY

### 1. PROJECT TITLE

#### PUBLIC SCHOOL BUILDING CONSTRUCTION PROJECT

### 2. BRIEF DESCRIPTION

The project is for the construction of 6,545 school building units.

Two types of school buildings, designed for permanency and to meet climatic requirements, will be constructed:

- a. The BPS-I-66 Type - a one-storey building of steel framing, concrete flooring, hollow-block sidings and galvanized iron roofing accommodating 3 classrooms.
- b. The ARMY IIA-D2 Type - a one-storey building of concrete flooring, wooden sidings and galvanized iron roofing accommodating 2 classrooms.

The school buildings will be distributed in the different provinces and cities, according to a distribution plan based on the reported requirements for classrooms of the Bureau of Public Schools.

Approximately 5,000 units of the BPS-I-66 Type and 1,545 units of the ARMY IIA-D2 Type will be constructed, or a total of 18,090 classrooms at the termination of the project.

3. IMPLEMENTING AGENCY

The project will be undertaken by the Presidential School Building Committee composed of the Executive Secretary, Secretary of Education, Secretary of National Defense, Secretary of Agriculture and Natural Resources, Commissioner of the Budget, the Secretary of Community Development, and the Secretary of Public Works and Communications.

The preparation of the school building components and their shipment to the building sites under this project will be undertaken by the Bureau of Public Works, Department of Public Works and Communications, and by the Corps of Engineers, Armed Forces of the Philippines. Installation or construction will be by local communities.

4. FUNDING

The estimated cost of materials and expenses for the construction of the school houses is P51 million. This is based on an estimated unit cost of P5,500 for the Army IIA-D2 and P8,500 for the SPS-I-66 type. These unit costs are based on present location of prefabrication plants and will be reduced by a better location to be adopted sometime before FY 1967-68, as a result of which, shipping distances will be considerably reduced.

5. DURATION

The project will be completed in a period of thirteen and one-half months, beginning May 15, 1967.

II. PURPOSE AND DESCRIPTION

1. BACKGROUND AND HISTORY

The lack of adequate, appropriate and durable school buildings has always been a problem of public education in the Philippines.

In the last World War, under the Japanese occupation, the educational program was seriously disrupted and, in many areas, was discontinued. Most of the children of school age were forced out of school. School property was damaged to the extent of an estimated ₱126,000,000.00.

This was compounded by the accumulating backlog of children not in schools and the confused and precarious economic situation immediately after independence.

The use of makeshift buildings, the establishment of double-single-sessions and other emergency and stop-gap arrangements were resorted to, but facilities remained short of the basic needs. Private schools, most of which were sub-standard, increased rapidly due to the demand for education.

Congress, recognizing the constitutional and historical commitments to free public instruction, passed the Elementary Education Act of 1953 (Republic Act No. 896) to require the attendance of all children from ages 7 to 13 in schools and to eliminate the double-single session and other emergency plans. Lack of funds, however, prevented the execution and implementation of these provisions.

During the administration of the late President Magsaysay, pre-fabricated school buildings were designed and distributed as a quick solution to the recurring classroom crisis. Thousands of pre-fabricated school buildings were constructed under the supervision and administration of the Presidential School Building Committee.

Congress, in recognition of the serious implications of the shortage in school houses, appropriated in 1964, in Republic Act No. 4171, the amount of ₱1,000,000,000 for a 20-year School Building Construction Program with an annual outlay of ₱50,000,000. However, for Fiscal Years 1962-1963 and 1963-1964, the first two years of the program, not a single peso was released by the government.

Under these conditions there resulted a backlog of 93,725 classrooms. The present administration has already released ₱16 M for the first two quarters of Fiscal Year 1966-1967.

2. JUSTIFICATION

The public elementary school housing situation as shown by latest complete data is that 1,937,000 pupils out of the total school population were housed in temporary, borrowed and rented classrooms. Using the accepted ratio of 40 pupils to a class, there is a need for 48,425 classrooms to house these pupils in permanent buildings designed for school purposes. The typhoons of 1964 and 1965 destroyed an additional 9,300 classrooms. The extension classes opened during School Years 1964-1967 to accommodate the increments in enrolments accounted for another backlog of 36,000 classrooms. With the release of P16M for the construction of school houses for the first and second quarters, 1966-1967, however, the requirements starting the 3rd quarter of Fiscal Year 1966-67, that is, January 1967, will be as follows:

48,425 - Number of classrooms to accommodate the elementary school population now housed in temporary and rented buildings.

9,300 - Number of additional classrooms destroyed by typhoons

12,000 - 1964-1965 backlog

12,000 - 1965-1966 backlog

12,000 - 1966-1967 backlog

93,725

Less 5,747 - Number of classrooms constructed 1964-1967  
87,978 - Total number of classrooms required

The construction of the two types of buildings proposed in this project will only partially solve the problem. At the estimated cost of P8,500 for the BPS-I-66 type and P5,500 for the Army type, and on the basis of 5,000 units of the first type and 1,545 units of the second type, a total of 18,090 classrooms will be constructed under the project. At most this project will therefore meet 21% of the total classroom requirements.

Nevertheless, this addition to the programmed government expenditures on school buildings will have a wide and permanent impact on the efficiency of the educational effort.

### 3. OBJECTIVES

No less than an estimated 804,000 pupils all over the country will be housed in adequate facilities. It should also be noted that school sites will be made available by the local governments and the community; this arrangement stimulates local participation and support for educational activities in particular, and enhances the growth of healthy relations between the government and the country, in general,

From a broader point of view, the improvement of classroom and related school activities will improve the lower level support for secondary and higher education programs in the Philippines. Moreover, this project will enhance

the success of other projects of the Bureau of Public Schools, especially the improvement of science facilities and teaching, as well as the improvement of teacher-training institutions.

#### 4. PRINCIPAL ACTIVITIES

To realize the objectives set forth in this project, two principal activities are proposed:

a. The construction of as many low-cost school houses as possible, estimated to be 6545 units in this project, designed to meet climatic and academic conditions:

(1) The BPS-I-66: This type of school building is intended primarily for typhoon areas. The design allows easy expansion through construction of additional units according to a variety of layouts. This convertible type of 2-3 room school building provides economy and control in space depending on instruction needs and class sizes. In areas where large enrolment is expected, 3 buildings of this type can amply accommodate complete elementary school from the first through the sixth grade.

With demountable partitions, this building can also be utilized as a hall and a meeting place for community gatherings, as well as for other

activities of local civic and PTA groups. Hence, the building is multi-purpose: for the use of school children and for the improvement and stimulation of cultural participation in every locality.

The construction cost of this type of school building is approximately P8,500 per unit. The cost covers that of the materials and labor to complete each building, thus each classroom unit costs P2,833.00.

(2) The Army Type: This type is a two-room unit of pre-fabricated wooden components. This type is intended to be used in non-typhoon areas, although the earlier units constructed since 1954 demonstrate its strength and durability. It has a concrete flooring and galvanized iron roofing, with a capacity of 90 school children per unit. Estimated cost per two room unit is P5,500 delivered to the erection site excluding only sand and gravel and labor for erection.

b. The allocation and installation of school-houses in the various sites are based on the reported field requirements for classrooms of the Bureau of Public Schools.

The school-houses to be built are allocated propor-

tionately to the existing needs of the divisions for classrooms, where the needs are defined to include: the number of classrooms to accommodate children in rented and temporary houses; the classrooms to replace those destroyed by typhoons; and the number of classrooms to accommodate increases in enrollment.

### III. ORGANIZATION AND STAFFING

The Presidential School Building Committee shall have direct responsibility and supervision over this project. This Committee, organized by virtue of Administrative Order No. 16, dated 8 August 1966, is composed of the Executive Secretary as chairman, with the Secretary of National Defense, Secretary of Education, Secretary of Agriculture and Natural Resources, Secretary of Public Works and Communications, Secretary of Community Development and the Budget Commissioner, as members. The Chief of Staff of the Armed Forces of the Philippines is the Executive Officer of the Committee. In the field provincial sub-committees supervise the actual implementation of the program. This sub-committee is presided over by the Division Superintendent of Schools with the District Highway Engineer, Provincial Community Development Officer, and the Philippine Constabulary Provincial Commander.

Under the Presidential committee are the different "pre-fab" school building producing agencies: the Department

of Public Works and Communication and the Corps of Engineers of the Armed Forces of the Philippines.

The Department of Public Works and Communications was organized primarily to administer programs of public works construction in the country. In most of the projects of the Department of Public Works several agencies cooperate, including private dealers, sub-contractors and suppliers, to meet particular problems. The staff of the Department having undertaken various projects including school building programs, is a highly qualified and competent agency to execute this project.

The Corps of Engineers of the Armed Forces of the Philippines has proven to be just as efficient in their new task of civic and social development. At present, with the 2 sawmills they have, the corps has been ahead of their schedule in school building production, and construction. They are presently improving their capability with the negotiation for additional 4 sawmills to be distributed strategically in the country.

#### IV. IMPLEMENTATION SCHEDULE

The project, if approved, will formally start on May, 1967. The program for constructing classroom-buildings under the present administration, however, has commenced at

the start of FY 1966-1967. Hence, by this time, the different departments involved in this project have initiated their activities and will be in full operation by January, 1967. Personnel and other organizational arrangements are ready.

This project is just a portion of a 4-year continuous program.

This school building program is designed to produce by 1970, 12,105 units of the Army type, of two classrooms each; and 22,500 of the BPS-I-66 type, each of 3 classrooms. The Army type is to be produced by the Corps of Engineers of the AFP.

The Army type is primarily intended for construction in non-typhoon areas. It is a development of a prototype which was first constructed in 1954 and is in good condition.

The Corps capacity is based on 5 sawmills starting Fiscal Year 1967 which can produce 315 buildings a month. The building components are packaged and delivered to sites for construction by the local communities.

The BPS-I-66 type is to be produced by the Bureau of Public Works as the principal executing agency. The capacity is based on reparations equipment for pre-fabricating steel components. The BPS-I-66 type is intended for construction in typhoon areas. It is of a new design without wooden components and is permanent. All components are to be packaged and delivered to the site for construction by the local communities.

The financing for the construction of both types will come from the Public Works fund and from the War Damage Special Fund for Education. The amount of F51 million is available from the latter fund. The entire program which starts in Fiscal Year 1967 is expected to reduce the present backlog of classrooms by 98%.

The allocation and release of school buildings are under the Presidential School Building Committee which include members from various agencies of the government. The Committee has sub-committees in each province to check on field requirements.

## APPENDIX A

## **CLASSROOM REQUIREMENTS \***

\* The above figures are from the latest data of the Bureau of Public Schools.

## APPENDIX B

PRESIDENTIAL SCHOOL BUILDING COMMITTEE  
 SCHOOL BUILDING PROGRAM  
 1966 - 1970

<u>FISCAL YEAR 1966-67</u>	<u>No. of Units</u>	<u>Required Funds</u>
AFP (Army type)	2,105	P11,577 Million
DPWC (Marcos type)	<u>1,500</u>	<u>12.75</u>
Total -	<u>3,605 units</u>	<u>P24.327 Million</u>
<u><b>FISCAL YEAR 1967-68</b></u>		
AFP (Army type)	4,500	P24.75 Million
DPWC (Marcos type)	<u>5,000</u>	<u>42.5</u>
Total -	<u>9,500 units</u>	<u>P67.25 Million</u>
<u><b>FISCAL YEAR 1968-69</b></u>		
AFP (Army type)	2,750	P15,125 Million
DPWC (Marcos type)	<u>8,000</u>	<u>68.00</u>
Total -	<u>10,750 units</u>	<u>P83,125 Million</u>
<u><b>FISCAL YEAR 1969-70</b></u>		
AFP (Army type)	2,750	15.125 Million
DPWC (Marcos type)	<u>8,000</u>	<u>68.00</u>
Total -	<u>10,750 units</u>	<u>P83,125 Million</u>
Grand Total -	<u>34,605 units</u>	<u>P257.827 Million</u>

## APPENDIX C

## SPECIAL FUND FOR EDUCATION

The P51 M from this fund will be used to finance the following portion of the School Building Construction Program.

PERIOD	UNITS	COST
FISCAL YEAR 1966-67 (For the 3rd & 4th Quarters starting January, 1967)*		
a. Army Type . . . . .	545	P3.0 M
b. Marcos Type . . . . .	<u>1000</u>	<u>8.5 M</u>
TOTAL . . . . .	1545	P11.5 M
FISCAL YEAR 1967-68		
a. Army Type . . . . .	1000	P5.5 M
b. Marcos Type . . . . .	<u>4000</u>	<u>34.0 M</u>
TOTAL . . . . .	5000	P39.5 M
GRAND TOTAL . . . . .	6545	P51.00 M

\*Estimated costs due to expected reduced shipping and delivery costs.

No. of Classrooms ('66-67 - financed by Special Fund for Education) :

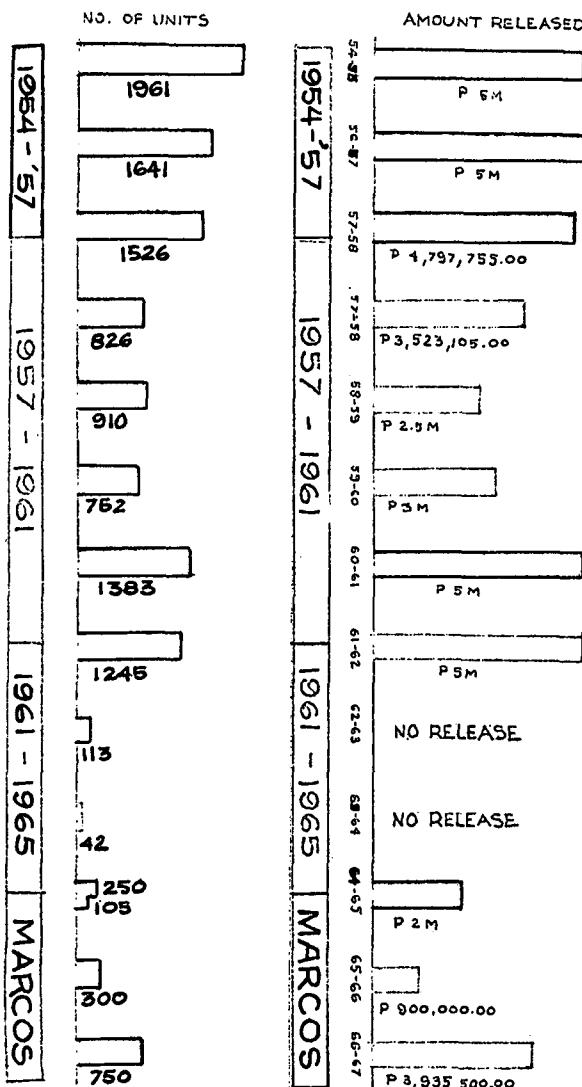
a. Army Type - 1545 - 3,090 classrooms

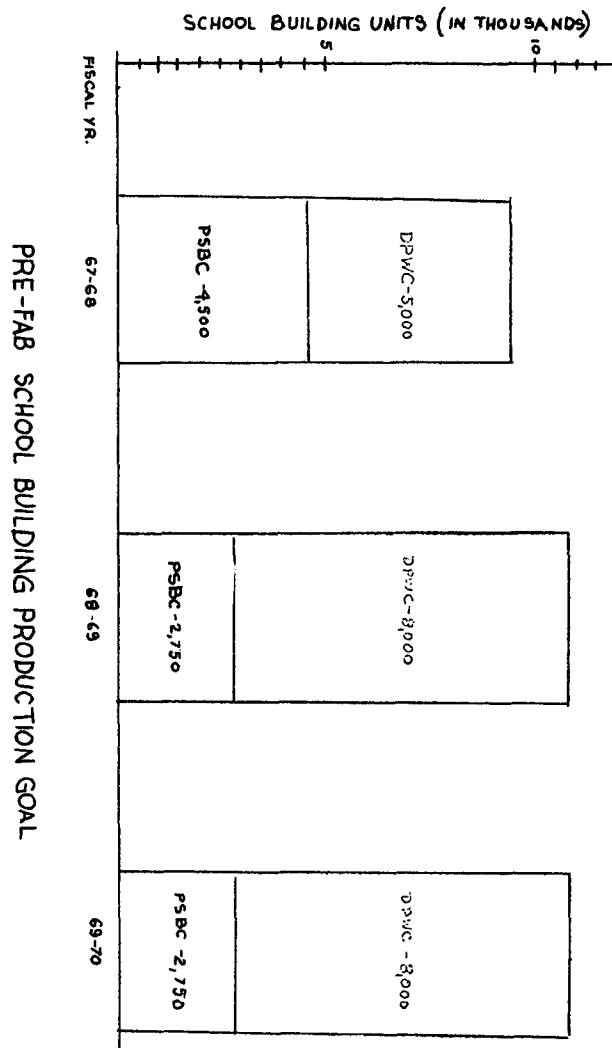
b. Marcos Type-5000 - 15,000 classrooms

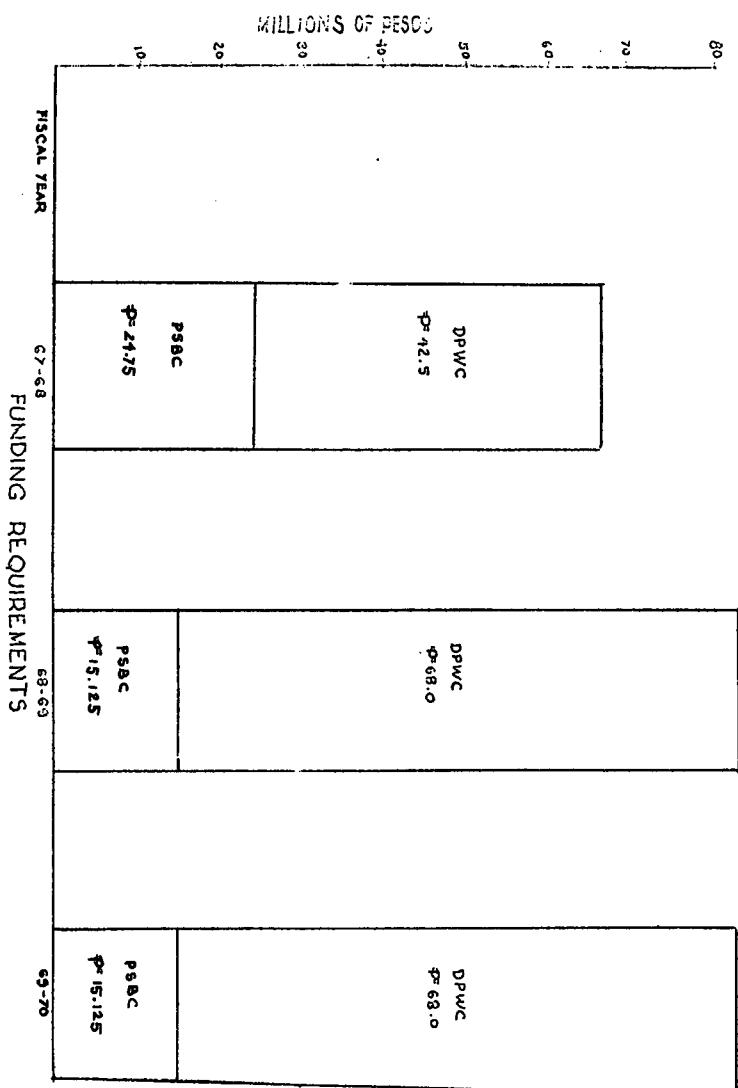
TOTAL CLASSROOMS . . . . . 18,090

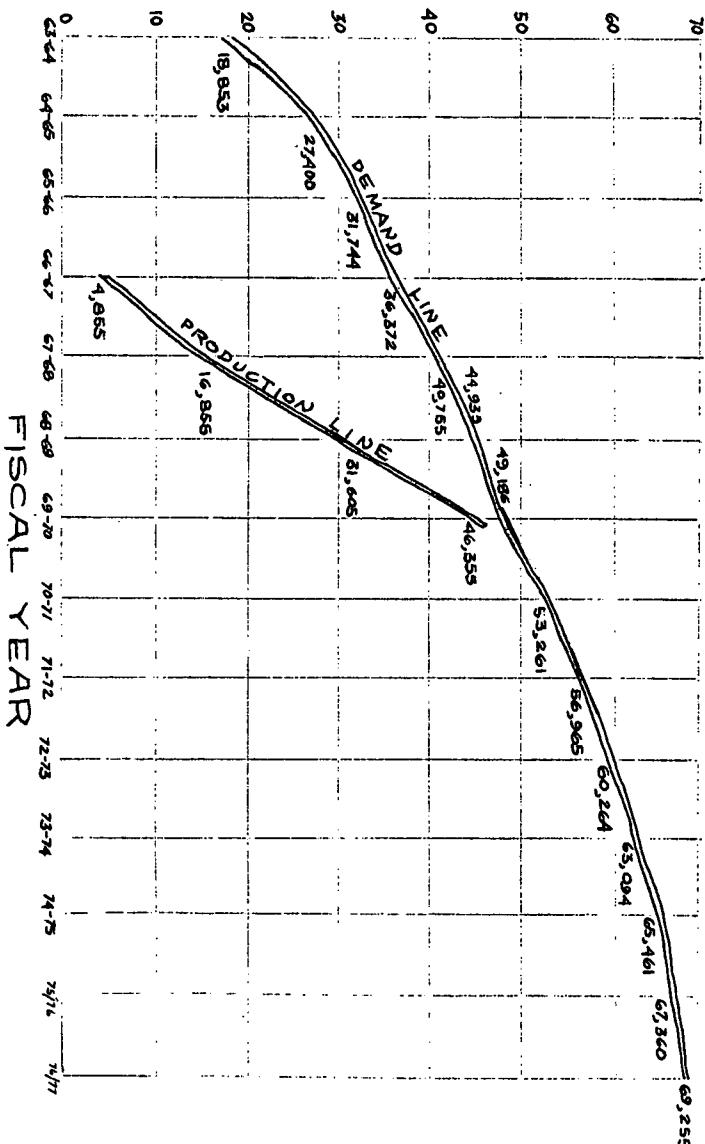
TIAS 6508

# ANNUAL FUND RELEASES & CORRESPONDING PRODUCTION

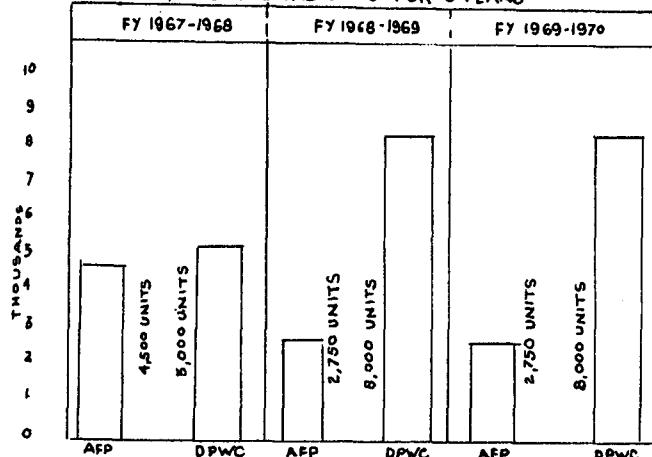




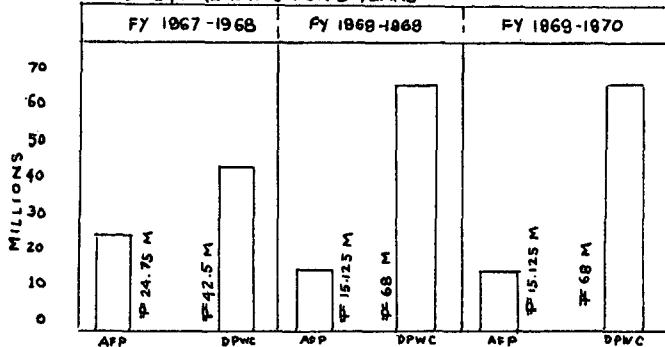


NO OF PRE-FAB UNITS REQUIRED  
(THOUSANDS)

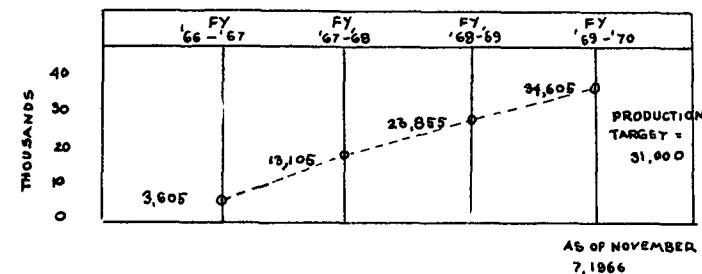
## PRODUCTION OF PRE-FAB UNITS FOR 3 YEARS

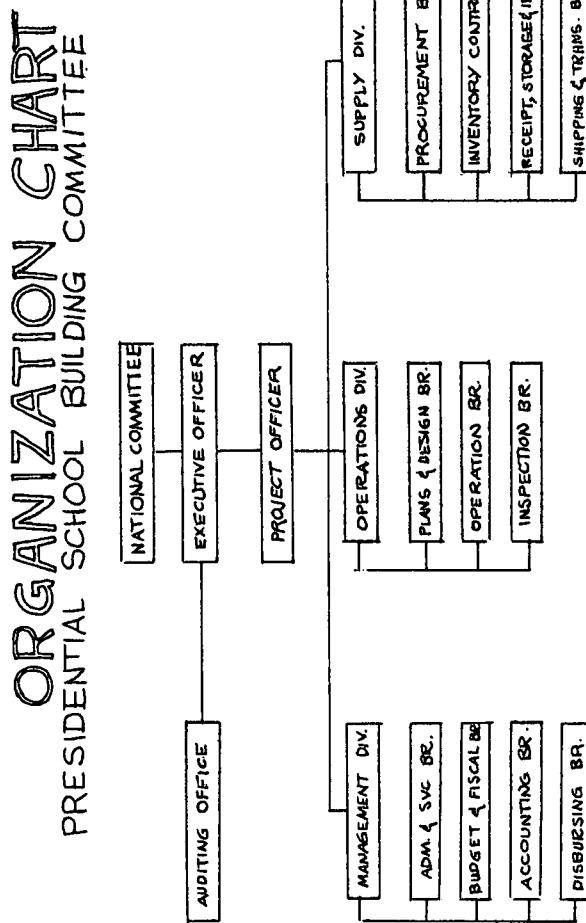


## FUND REQUIREMENTS FOR 3 YEARS

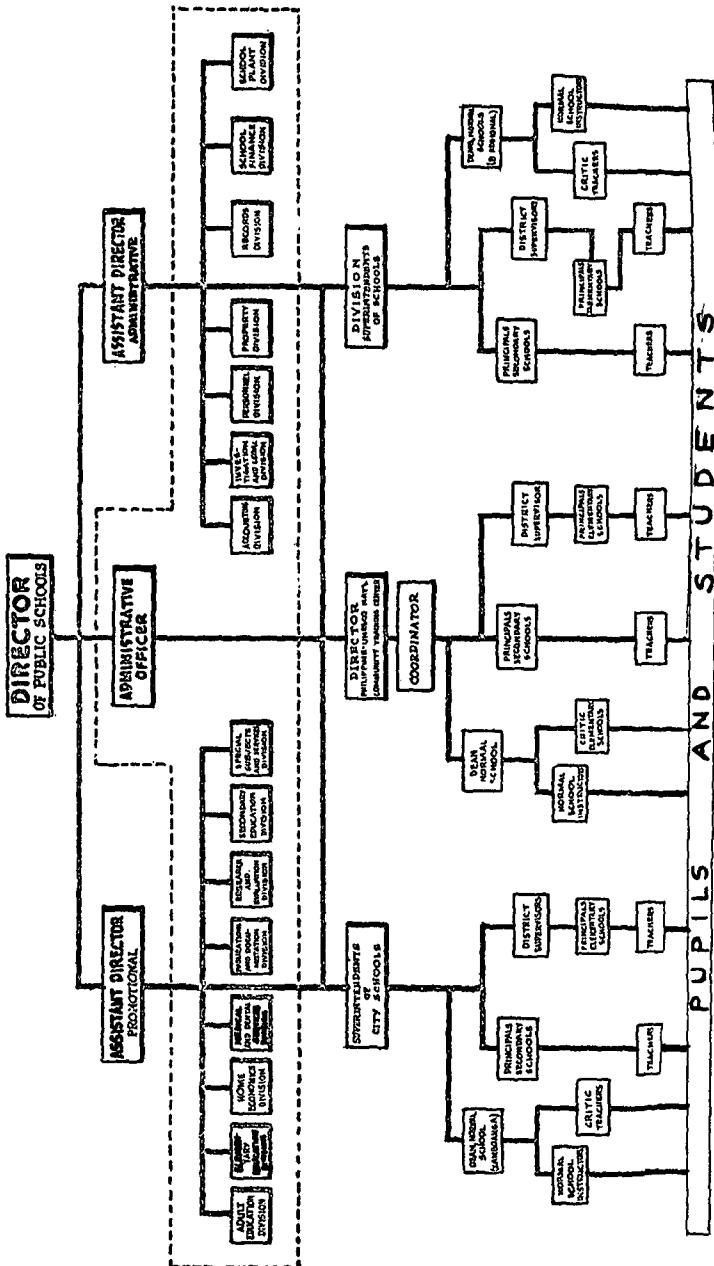


## COMBINED PRODUCTION OF PRE-FAB UNITS BY AFP &amp; DPWC





## ORGANIZATION CHART OF THE BUREAU OF PUBLIC SCHOOLS



## APPENDIX L

BILL OF MATERIALS  
TYPE IIA-D2 (Army Type)

(For ONE UNIT)

I. CEMENT .....	80 bags
<b>II. LUMBER</b>	
1. Post, guijo S4S	
3 - 4" x 4" x 12' .....	48.00 BF
5 - 4" x 4" x 10' .....	<u>66.66</u>
	<u>114.66</u> BF
2. Beam, apitong S4S	
2 - 4" x 12" x 20' .....	160.00 BF
3. Girt, apitong S4S	
4 - 2" x 5" x 10' .....	33.40 BF
4. Rafter, apitong S4S	
9 - 2" x 6" x 16' .....	144.00 BF
9 - 2" x 6" x 20' .....	<u>180.00</u>
	<u>324.00</u> BF
5. Purling, apitong S4S	
36 - 2" x 3" x 16' .....	288.00 BF
18 - 2" x 3" x 12' .....	<u>108.00</u>
	<u>396.00</u> BF
6. Frames, apitong S4S	
8 - 3" x 4" x 10' .....	80.00 BF
28 - 2" x 4" x 12' .....	224.00
43 - 2" x 4" x 10' .....	287.00
1 - 2" x 4" x 6' .....	4.00
4 - 2" x 3" x 16' .....	32.00
2 - 2" x 3" x 12' .....	12.00
31 - 2" x 3" x 10' .....	155.00
18 - 1½" x 2" x 12' .....	54.00
4 - 1½" x 2" x 10' .....	10.00
4 - 1" x 4" x 12' .....	<u>16.00</u>
	<u>874.00</u> BF

7. Facia Board, tanguile S4S

1 - 1" x 10" x 14'	.....	11.65	BF
6 - 1" x 10" x 12'	.....	60.00	
8 - 1" x 10" x 10'	.....	<u>66.70</u>	
		138.35	BR

8. Siding, Tanguile

a) V-Cut

6 - 1" x 8" x 16'	.....	64.00	BF
9 - 1" x 8" x 14'	.....	84.00	
98 - 1" x 8" x 12'	.....	784.00	
32 - 1" x 8" x 10'	.....	214.00	
3 - 1" x 8" x 6'	.....	<u>12.00</u>	
		1,158.00	BF

b) S4S-

4 - 1" x 4" x 10'	.....	13.30	BF
8 - 1" x 3" x 10'	.....	20.00	
6 - 1" x 2" x 10'	.....	14.00	
71 - 1" x 1" x 10'	.....	<u>59.00</u>	
		106.30	BF

9. Louvres, Tanguile K.D.

a) S4S

8 - 2" x 6" x 12'	.....	96.00	BF
16 - 1" x 6" x 14'	.....	112.00	
16 - 1" x 4" x 14'	.....	75.00	

b) V-Cut

32 - 1" x 6" x 16'	.....	256.00	BF
--------------------	-------	--------	----

10. Door, Tanguile S4S, K.D.

4 - 2" x 3" x 14'	.....	28.00	BF
5 - 1" x 2" x 12'	.....	10.00	
2 - 1" x 2" x 14'	.....	<u>4.67</u>	
		42.67	BF

III. PLYWOOD, Class "C"

10 -  $\frac{1}{4}$ " x 4' x 8'

IV. HARDWARE

a) Straps (See attached Plan)

S - 1	.....	21	pcs.
S - 2	.....	10	"
S - 3	.....	280	"
S - 4	.....	4	"
S - 5	.....	18	"
S - 6	.....	2	"
S - 7	.....	2	"

b)	Bolts	
	$\frac{1}{2}'' \varnothing \times 2\frac{1}{2}''$	20 pcs
	$\frac{1}{2}'' \varnothing \times 3''$	20 "
	$\frac{1}{2}'' \varnothing \times 4''$	2 " "
	$\frac{1}{2}'' \varnothing \times 4\frac{1}{2}''$	36 "
c)	Finished Hardware	
	$3\frac{1}{2}'' \times 3\frac{1}{2}''$ Hinges .....	6 pairs
	Ext. Lockset .....	2 sets
	2" C.W. Nails .....	30 kg.
	3" " "	30 Kg.
	4" " "	22 $\frac{1}{2}$ kg.
	1 $\frac{1}{2}''$ Fin. Nails .....	6 kg.
	5/8 x 0.020" Steel Strap ...	1 $\frac{1}{2}$ rolls (45 kg per roll)
	5/8 x 2-7/16" Seal Signode .	1 box (2,500 pcs per box)

## V. PAINTS &amp; BRUSH

White .....	4 gallons
Sky Blue .....	6 "
Turquoise Blue .....	10 "
4" brush .....	1 pc.
2" brush .....	1pc.

## VI. SAND &amp; GRAVEL

Gravel .....	14 Cu.m.) To be furnished free
Sand .....	7 Cu.m.) by recipient barrio

## VII. ROOFING

## Aluminum Corrugated Sheets:

0.019" x 32-3/4" x 8'	....	19 pcs.
0.019" x 32-3/4" x 9'	....	38 "
0.019" x 32-3/4" x 12'	....	19 "

## Plain Aluminum Sheets:

0.019" x 30" x 8'	.....	6 pcs.
0.019" x 28" x 8'	.....	1 pc.
0.019" x 28" x 10'	.....	1 pc.

**Accessories****Aluminum Nails:**

#10 x 7/8" ..... 1.63 kg.

**Aluminum Washers:**

0.051" x  $\frac{1}{4}$ " x 11/16" O.D. .. 2.46 kg.

**Aluminum Straps:**

0.032" x 1" x 6" ..... 1,100 pcs.

**Aluminum Rivets:**

$\frac{1}{8}$ " $\phi$  x 3/8" ..... 2.55 kg.

## APPENDIX M

## THE BPS - I - 66 SCHOOL BUILDING

The Bureau of Public Schools - I - 66 type, designed for rural areas will be of permanent materials adapted to the climatic condition of the Philippines. The structural framework, such as columns, rafters and purlins are all steel, shop-welded and to be bolted together in the site of the construction. The walls will be of concrete hollow blocks. Windows are to be of steel-framed glass sashes supplemented with wrought iron grills. The end walls are entirely of concrete hollow blocks. The new design of this type of school building is such that it can be converted from 2 to 3 classrooms providing movable partitions. Each building unit is 24 feet x 60 feet. The minimum size of the classroom is 24 feet x 30 feet each for two-classrooms arrangement.

The roofing of this type of school building is of No. 26 corrugated galvanized iron riveted and strapped to the steel purlins to ensure the permanency of the roofing sheets. A system aluminum coiling is applied in this building to keep the rooms pleasantly cool throughout the day, a condition lacking in most pre-fabricated school buildings the roofing of which is of galvanized iron without ceiling. The 8 ft. cantilever eaves at the front side of the building provides ample protection to the open grills and the steel doors which are always subjected to intense downpour prevalent during the rainy season.

The height of this building is 9 ft. along the lines of the columns at the interior, and the roof is pitched at 1:6 slope giving a maximum height of 11 ft. along the ridge portion of the building thus making an average height of 10 ft. and giving a maximum volume of air space for each classroom.

BPS - I - 66 SCHOOL BUILDINGS

**ESTIMATE OF EXPENSES**

1. (a) Purchase of pre-fabricated steel frames . . . . .	Pl,640
(b) Labor . . . . .	150
2. Purchase of roofing and ceiling sheets, doors, windows and grilles, etc. . . . .	3,600
3. Shipping and/or trucking expenses . . . . .	250
4. Purchase of local materials such as cement gravel, sand, concrete hollow blocks, lumber, etc. . . . .	1,400
5. Construction of building (labor) . . . . .	1,100
6. Engineering and miscellaneous expenses 10% . . . . .	814
<hr/>	
Total . . . . .	8,954
<hr/>	
or . . . . .	9,000

Subject to reduction through local donations of these items.

BPS - I - 66 SCHOOL BUILDING

### **TIMETABLE PER UNIT**

- |  |         |
|--|---------|
| 1. Inspection and preparation of site . . . . .    | 1 day   |
| 2. Printing and distribution of plans . . . . .    | 6 days  |
| 3. Release of fund allocation to districts . . . . | 5 days  |
| 4. Purchase of materials pre-fabrication . . . . . | 10 days |
| 5. Delivery of materials . . . . . . . . . . .     | 10 days |
| 6. Organization . . . . . . . . . . . . . . . . .  | 2 days  |
| 7. Construction . . . . . . . . . . . . . . . . .  | 15 days |
| 8. Clean up of jobsite . . . . . . . . . . . . .   | 1/2 day |
| 9. Turn over to using agency . . . . . . . . . . . | 1/2 day |
| <hr/>  |         |
| TOTAL . . . . .                                    | 50 days |

TOTAL . . . . 50 days

BPS-I-66 SCHOOL BUILDING  
BILL OF MATERIALS

Roofing ..... No. 26 Corrugated G.I. sheets  
Rafters ..... Steel I-beams (7.7#/ft.)  
Purlins ..... Steel Channels (4.1#/ft.)  
Ceiling ..... No. #.019 Corrugated aluminum  
sheets  
Exterior walls ..... 4" concrete hollow blocks with  
cement plaster finish  
Windows ..... Light section steel frames with  
1/8" thick clear glass panes  
Doors ..... Light section steel frame with  
gauge 20 steel sheet  
Flooring ..... 4" concrete slab on fill  
Columns ..... Steel I-beams (7.7#/ft.)  
Grilles ..... 1/8" x 1/4" Diamond type wrought  
iron  
Foundation ..... Class "A" concrete in site

## APPENDIX N

DISTRIBUTION OF 8,000 PREFABRICATED SCHOOL BUILDING UNITS  
 FOR THE SCHOOL YEARS 1966-1967 TO 1969-1970 IN THE  
 RATIO OF 4 : 3 : 2 : 1

	No. of	:	:	:	School Years 1966-67				
	Children	:	:	:	to 1969-1970				
	Housed	:	:	:					
	in Temp.	:	:	:					
	Temporary,	:	Allot:	66-67	67-68	68-69	69-70	:	:
P R O V I N C E	Rented	:	Ratio	mont	:	:	:	:	:
	& Bor-	:		:	:	:	:	:	:
	rowed	:		:	:	:	:	:	:
	Bldgs.	:		:	:	:	:	:	:
1. Abra .....	7,249	:.00402	:	32 :	13 :	10 :	6 :	3	
2. AGUSAN .....	27,213	.01435	:	115 :	47 :	34 :	23 :	11	
3. AKLAN .....	18,463	:.00983	:	79 :	31 :	24 :	16 :	8	
4 ALBAY									
1st District ...	11,082	:.00602	:	48 :	19 :	14 :	10 :	5	
2nd District ...	10,362	:.00565	:	45 :	18 :	13 :	9 :	5	
3rd District ...	24,248	:.01282	:	103 :	41 :	31 :	21 :	10	
5. ANTIQUE .....	14,658	:.00787	:	63 :	25 :	19 :	13 :	6	
6. BAGUIOGENEGUET :									
2nd District ...	6,877	:.00385	:	31 :	13 :	9 :	6 :	3	
7. BATAN .....	4,621	:.00269	:	22 :	9 :	7 :	4 :	2	
8 BATANES .....	276	:.00044	:	3 :	1 :	1 :	1 :	-	
9. BATANGAS .....									
1st District..	13,626	:.00733	:	59 :	23 :	18 :	12 :	6	
2nd District..	16,863	:.00900	:	72 :	29 :	22 :	14 :	7	
3rd District..	19,213	:.01021	:	82 :	33 :	25 :	16 :	8	
10. BIAK (MT. PROV.)									
1st District..	12,880	:.00694	:	56 :	22 :	17 :	11 :	6	
3rd District..	8,520	:.00469	:	38 :	15 :	11 :	8 :	4	

TIAS 6508



## 22. COTABATO (Lone Dist.)

I .....	27,404	.01444	116	46	35	23	12
II .....	35,473	.01861	149	59	45	30	15
III .....							
23. DAVAO .....	33,756	.01772	142	57	43	28	14
Davao City ....	15,098	.00809	65	26	20	13	6
24. ILOCOS NORTE							
1st District ....	5,898	.00334	27	11	8	5	3
2nd District ....	6,586	.00370	30	12	9	6	3
25. ILOCOS SUR							
1st District ....	4,491	.00262	21	9	6	4	2
2nd District ....	4,704	.00272	21	9	6	4	2
26. ILOILO							
1st District ....	8,530	.00470	38	15	11	8	4
2nd District ....	1,738	.00490	9	3	3	2	1
Iloilo City ...	2,281	.00147	12	5	4	2	1
3rd District ....	6,524	.00470	38	15	11	8	4
4th District ....	4,201	.00246	20	8	6	4	2
5th District ....	11,917	.00645	52	21	16	10	5
27. ISABELA .....	37,536	.01972	158	63	47	32	16
28. LAGUNA							
1st District ....	6,305	.00350	28	11	8	6	3
San Pablo City.	7,014	.00392	31	13	9	6	3
2nd District ....	6,941	.00388	31	13	9	6	3
29. LANAO DEL NORTE .	24,433	.01291	103	41	31	21	10
Iligan City ...	5,548	.00316	25	10	8	5	2
30. LANAO DEL SUR I..	12,208	.00660	53	21	16	11	5
Marawi City ...	5,568	.00312	25	10	8	5	2
31. LANAO DEL SUR II.	17,632	.00910	73	29	22	15	7
32. LA UNION							
1st District ....	7,031	.00392	31	13	9	6	3
2nd District ....	6,228	.00351	28	11	8	6	3
33. LEYTE I							
1st District ....	19,630	.01053	85	34	26	17	8
2nd District ....	17,309	.00893	71	29	21	14	7

34. LEYTE II 3rd District ...	29,064	.01530	122	49	37	24	12
35. LEYTE III 4th District ...	25,698	.01356	100	43	32	22	11
36. MARINDUQUE .....	6,629	.00372	30	12	9	6	3
37. MASBATE .....	30,962	.02041	163	65	49	33	16
38. MISAMIS OCC. ...	15,304	.00020	65	26	20	13	6
39. MISAMIS ORIENTAL Cagayan de Oro	23,532 6,010	.01244 .00340	100 20	40 11	30 8	20 6	10 3
40. NEGROS OCC. 1st District ...	33,060	.01736	139	55	42	28	14
2nd District ...	9,096	.00540	43	17	13	9	4
Bacolod City..	7,236	.00406	32	13	10	6	3
3rd District ...	41,705	.02276	102	73	55	36	18
41. NEGROS ORIENTAL 1st District ...	30,644	.02024	162	65	49	32	16
2nd District ...	20,203	.01074	86	34	26	17	9
42. NUEVA ECIJA 1st District ...	7,397	.00411	33	13	10	7	3
2nd District ...	12,051	.00693	55	22	17	11	5
Cabanatuan City	3,723	.00222	18	7	5	4	2
43. NUEVA VIZCAYA ..	11,363	.00616	49	19	15	10	5
44. OCC. MINDORO ...	0,063	.00487	39	15	12	8	4
45. OR. MINDORO ....	23,530	.01244	100	40	30	20	10
46. PALAWAN .....	12,077	.00653	52	23	16	10	5
47. PAMPANGA 1st District ...	14,360	.00771	62	25	19	12	6
2nd District ...	24,711	.01305	104	42	31	21	10
Angoles City ..	2,404	.00154	12	5	4	2	1
48. PANGASINAN 1st District ...	7,997	.00442	35	14	11	7	3
2nd District ...	7,099	.00395	32	13	10	6	3
Dagupan City ..	1,332	.00096	7	3	2	1	1

3rd District ...	12,318	.00665	53	21	16	11	5
4th District ...	8,593	.00473	37	15	11	7	4
5th District ...	6,152	.00347	27	11	8	5	3
49. QUEZON I							
1st District ...	2,553	.00161	13	6	4	2	1
50. QUEZON II							
1st District ...	33,679	.01768	141	57	42	28	14
2nd District ...	30,266	.01581	126	50	38	25	13
51. RIZAL							
1st District ...	43,272	.01752	180	72	54	36	18
Caloocan City	19,939	.01048	84	34	25	17	8
Pasay City ...	8,458	.00455	36	14	11	7	4
Quezon City (part) .....	21,746	.01141	91	37	27	18	9
2nd District ...	20,818	.01093	87	35	26	17	9
Quezon City (part).....	7,798	.00421	34	14	10	7	3
52. ROBLES ...	14,429	.00759	61	24	19	12	6
53. SAMAR I (1st Dist)	23,677	.01241	100	40	30	20	10
54. SAMAR II (2nd Dist.) ...	26,759	.01400	112	45	34	22	10
55. SAMAR III (3rd Dist.) ...	14,353	.00759	60	24	18	12	6
56. SORSOGON							
1st District ...	14,426	.00763	61	24	19	12	10
2nd District ...	12,062	.00641	51	20	16	10	5
57. SOUTHERN LEYTE...	14,405	.00762	61	24	19	12	10
58. SULU I ) Lone Dist)	26,615	.01392	111	45	33	22	11
SULU II)	20,878	.01096	88	35	26	18	9
59. SURIGAO DEL NORTE	18,009	.00948	76	30	23	15	8
60. SURIGAO DEL SUR	9,257	.00496	40	16	12	8	4
61. TARLAC							
1st District ...	6,185	.00338	27	11	8	5	3
2nd District ...	5,101	.00282	22	9	7	4	2
62. SAMBALES .....	13,942	.00738	59	23	10	12	6
63. ZAMBOANGA DEL NORTE ...	19,770	.01039	83	33	25	17	8
Dapitan City	1,529	.00097	7	3	2	1	1
64. ZAMBOANGA DEL SUR .....	56,545	.03041	243	97	73	49	24
Basilan City	7,596	.00411	32	13	10	3	
Zamboanga City	10,113	.00542	43	17	13	4	
T O T A L	1,937,052	11.00000	18,000	13,200			

DISTRIBUTION OF THE 30,000 "MARCOS TYPE" SCHOOL BUILDING IN  
 TYPHOON FREQUENTED PROVINCES FOR THE SCHOOL YEARS 1966-67 TO  
 1969-70 IN THE RATIO 4:3:2:1

PROVINCES	No. of Chil- dren	Housed in Tem- porary, Rented, & Bor- rowed	Ratio	Allot- ment	School Years 1966-1967	
					66-67	67-68:68-69:69-70 to 1969-70
1. AGUSAN	Lone Dist. ... : 27,213	: .04889	: 1,470	: 588	: 441	: 294 : 147
2. ALBAY	1st Dist. ... : 11,082	: .01978	: 600	: 240	: 180	: 120 : 60
	2nd Dist. ... : 10,362	: .01849	: 560	: 224	: 168	: 112 : 56
	3rd Dist. ... : 24,248	: .04535	: 1,360	: 544	: 408	: 272 : 136
3. CAGAYAN I	1st Dist. ... : 10,560	: .01885	: 570	: 228	: 171	: 114 : 57
4. CAGAYAN II	2nd Dist. ... : 6,716	: .01191	: 360	: 144	: 108	: 72 : 36
5. CAMARINES NORTE	Lone Dist ... : 18,265	: .03275	: 980	: 392	: 294	: 196 : 98
6. CAMARINES SUR	1st Dist. ... : 31,014	: .05756	: 1,730	: 692	: 519	: 346 : 173
	2nd Dist. ... : 40,839	: .07348	: 2,200	: 800	: 660	: 440 : 220
7. CATANDUANES	Lone Dist. ... : 19,167	: .03437	: 1,030	: 412	: 309	: 206 : 103
8. ISABELA	Lone Dist. ... : 37,536	: .06732	: 2,020	: 808	: 606	: 404 : 202
9. LEYTE I	1st Dist. ... : 19,830	: .03557	: 1,067	: 427	: 320	: 213 : 107
	2nd Dist. ... : 17,309	: .03102	: 930	: 372	: 279	: 186 : 93

10.	LEYTE II							
	3rd Dist. ..	: 29,054	: .05223	: 1,565	:	626	:	470 : 313 : 156
11.	LEYTE III							
	4th Dist. ..	: 25,698	: .04616	: 1,385	:	554	:	416 : 277 : 138
12.	NUEVA VIZCAYA							
	Lone Dist. ..	: 11,363	: .02254	: 665	:	266	:	200 : 133 : 66
13.	QUEZON I							
	1st Dist. ..	: 2,553	: .00455	: 138	:	55	:	41 : 28 : 14
14.	QUEZON II							
	1st Dist. ..	: 33,679	: .06056	: 1,815	:	726	:	545 : 363 : 181
	2nd Dist. ..	: 30,266	: .0544	: 1,630	:	652	:	489 : 326 : 163
15.	ROMBLON							
	Lone Dist. ..	: 14,429	: .02582	: 780	:	312	:	234 : 156 : 78
16.	SAMAR							
	1st Dist. ..	: 23,677	: .04251	: 1,275	:	510	:	303 : 255 : 127
	2nd Dist. ..	: 26,759	: .04807	: 1,440	:	576	:	432 : 288 : 144
	3rd Dist. ..	: 14,353	: .02569	: 770	:	308	:	231 : 154 : 77
17.	SORSOGON							
	1st Dist. ..	: 14,426	: .02582	: 775	:	310	:	233 : 155 : 77
	2nd Dist. ..	: 12,062	: .02155	: 650	:	260	:	195 : 130 : 65
18.	SOUTHERN LEYTE							
	Lone Dist. ..	: 14,405	: .02578	: 770	:	308	:	231 : 154 : 77
19.	SURIGAO DEL NORTE							
	Lone Dist. ..	: 18,005	: .03228	: 965	:	386	:	290 : 193 : 96
20.	SURIGAO DEL SUR							
	Lone Dist. ..	: 9,257	: .01650	: 500	:	200	:	150 : 100 : 50
	TOTAL .....	: 554,141	: 1.00000	: 30,000	:	12,000	:	9,000 : 6,000 : 3,000

ANNEX BSPECIAL FUND FOR EDUCATIONSCHOOL BUILDING CONSTRUCTION PROJECTDISBURSEMENT SCHEDULE

Two weeks from date of this agreement-----	\$ 3.4 million
August 1, 1967-----	3.4 million
November 1, 1967-----	3.5 million
February 1, 1968-----	2.4 million
May 1, 1968-----	<u>0.377 million</u>
Total -	\$13.077 million

ANNEX CSPECIAL FUND FOR EDUCATIONSCHOOL BUILDING PROJECTIMPLEMENTATION SCHEDULE

<u>Implementation Period</u>	<u>Army Type No.of Units</u>	<u>Marcos Type No.of Units</u>
May 15 - August 14, 1967	545	1,000
August 15 - November 14, 1967	500	1,350
November 15, 1967 - February 14, 1968	500	1,350
February 15 - May 14, 1968		1,100
May 15 - June 30, 1968	<u>                  </u>	<u>200</u>
Total -	1,545	5,000

*The Secretary of Foreign Affairs of the Philippines to the American Ambassador*

11226

MANILA, May 18, 1967

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note No. 907 dated May 18, 1967, concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962 and the recent discussions about the School Building Construction Project 1967-68, which reads as follows:

"I have the honor to refer to our April 26, 1966 exchange of notes concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962, and to the recent discussions about the School Building Construction Project 1967-68, formally proposed by Your Excellency's Government on April 18, 1967 and attached as Annex A to this note. As indicated in the proposal of Your Excellency's Government, this project, an element in the Presidential School Building Program, calls for Special Fund financing of 5,000 BPS-1-66 type, three-classroom school buildings and 1,545 11-A-D2 Army-type, two-classroom school buildings with a combined total of 18,090 classrooms. I now have the honor on behalf of my Government to inform Your Excellency that this project has been approved for the expenditure of thirteen million seventy-seven thousand dollars (\$13,077,000) from the Special Fund for Education. I have the further honor to propose that the following understandings, drawn up in accordance with the exchange of notes of April 26, 1966, govern the implementation of this project:

"1. Dollar disbursements for the project shall be made by the United States Government for deposit in depository banks in the United States designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the said National Economic Council; thereafter, the National Economic Council shall deposit the peso equivalent at current exchange rates in the Philippine National Bank, Manila. The first disbursement by the United States Government will be made within two weeks after the date of this exchange of notes, and as shown in Annex B to this note, the final one is scheduled for May 1, 1968. Each disbursement will be made in advance for the work to be undertaken and, except for the first, within two weeks after the National Economic Council certifies in a detailed progress report that the Special Fund for Education portion of this project has

substantially reached the stage of implementation as shown in Annex C to this note.

"2. Your Excellency's Government undertakes to identify the school buildings constructed with support of the Special Fund for Education, indicating that those buildings were constructed by the Philippine Government with funds made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War Two.

"3. Your Excellency's Government shall provide a final and comprehensive status report upon the completion of this project.

"Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annexes and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the School Building Construction Project, 1967-68.

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

I wish to inform Your Excellency that the foregoing understandings are acceptable to the Government of the Philippines, and that Your Excellency's note with its annexes and this note constitute an agreement between our two Governments on the use of the Special Fund for Education for the School Building Construction Project, 1967-68.

Accept, Excellency, the assurances of my highest consideration.

NARCISO RAMOS

Narciso Ramos  
*Secretary of Foreign Affairs*

His Excellency  
Ambassador WILLIAM McCORMICK BLAIR, Jr.  
*Embassy of the United States*  
*Manila*

*The American Ambassador to the Secretary of Foreign Affairs of  
the Philippines*

No. 1002

MANILA, June 26, 1967

## EXCELLENCE:

I have the honor to refer to our April 26, 1966, exchange of notes concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962, and to the recent discussions about the Textbook Production Project 1967-1968, formally proposed by Your Excellency's Government on February 7, 1967, and attached as Annex A to this note. As indicated in the proposal of Your Excellency's Government, this project calls for Special Fund financing of 2,940,000 textbooks for use in public elementary and secondary schools.

I now have the honor on behalf of my Government to inform Your Excellency that this project has been approved for the expenditure of two million five hundred sixty four thousand one hundred three dollars (\$2,564,103.) from the Special Fund for Education. I have the further honor to propose that the following understandings, drawn up in accordance with the April 26, 1966, exchange of notes, govern the implementation of this project:

1. Dollar disbursements for the project shall be made by the United States Government for deposit in depository banks in the United States designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the said National Economic Council; thereafter, the National Economic Council shall deposit the peso equivalent at current exchange rates in the Philippine National Bank, Manila. Interest accrued on the foregoing accounts shall be spent for the production of textbooks in addition to those contemplated in the project proposal. The first dollar disbursement will be made within two weeks after the date of this exchange of notes; subsequent disbursements will be made on August 1 and September 15, 1967, as shown in Annex B to this note. Each disbursement will be made in advance for the work to be undertaken as contemplated in the implementation schedule, attached as Annex C to this note. Disbursements from the peso account shall be made by the National Economic Council upon deliveries of the books. The National Economic Council shall furnish the United States Government with detailed reports concerning such disbursements and deliveries, and with interim progress reports concerning other phases of the project.

2. Your Excellency's Government undertakes to identify the textbooks produced with support of the Special Fund for Education, indicating that these textbooks were produced by the Philippine Government with funds made available by the people of the

United States of America in recognition of the common efforts of the Philippines and the United States during World War Two.

3. Your Excellency's Government shall provide a final and comprehensive status report upon the completion of this project.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annexes and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Textbook Production Project, 1967-1968.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM McCORMICK BLAIR, Jr.

**Annexes:**

- A. Textbook Production Project 1967-1968
- B. Special Fund for Education Textbook Production Project Disbursement Schedule
- C. Special Fund for Education Textbook Production Implementation Schedule

His Excellency

NARCISO RAMOS

*Secretary of Foreign Affairs  
Manila*

ANNEX A



**SPECIAL FUND FOR EDUCATION  
TEXTBOOK PRODUCTION  
PROJECT, 1967-1968**

TIAS 6508

## TEXTBOOK PRODUCTION PROJECT

A PROJECT PROPOSAL OF THE  
DEPARTMENT OF EDUCATION

Submitted to the  
Special Fund for Education Committee

Manila, Philippines  
January, 1967

## I. SUMMARY

### Project Title - Special Fund for Education Textbook Project

#### Brief Description

The project is intended to help reduce the acute shortage of textbooks in the public elementary and general secondary schools.

The amount of ₱10,000,000 requested for this project, in addition to ₱1,440,000 from the Bureau of Public Schools, will be used to produce 2,940,000 textbooks over a period of 19 to 20 months from March 1967 to September 1968.

#### Implementing Agency

The Department of Education Special Projects Group for Textbooks (SPGT) in the Office of the Secretary will be the implementing agency for this Project.

#### Funding

The following funds will be utilized for the Project:

From the Special Fund - - - - -	₱10,000,000
From the Bureau of Public Schools -	<u>1,440,000</u>
Total - - -	₱11,440,000

The latter amount of ₱1,440,000 is assured. There is, in addition, an amount of ₱2.9 million in the Bureau of Public

Schools which is intended for the purchase during the remaining period of FY 1966-1967 of textbooks for the intermediate and secondary schools. Therefore, this textbook project corresponding to the foregoing P11,440,000 will be supplemented by a purchasing project of P2,900,000.

## II. DESCRIPTION

### Background

War-time losses in plant and instructional materials, the great demand for education, the high rate of population growth especially in the school-age group, and budgetary limitations have combined to confront the public schools system with a critical shortage of textbooks.

The five-year Textbook Production Project under the joint assistance program of the I.C.A. (U.S.A.) now the U.S. Agency for International Development (AID) and the National Economic Council (Philippines) through the sponsorship of the Department of Education (Bureau of Public Schools) was a valuable contribution towards the reduction of the textbook shortage.

Under the Textbook Production Project approximately 21,300,000 books have been produced and delivered to the Bureau of Public Schools.

Moreover, the Textbook Production Project generated the build-up of local printing capacity. Facilities now existing are adequate for meeting a large portion of public school textbook needs.

The Textbook Production Project is phasing out with the completion of obligation of funds for paper and paper products. The phase-out will be completed with the achievement of production and delivery of the books.

The experience with the Textbook Production Project has disclosed some administrative inadequacies. The Secretary of Education has therefore directed that this Special Fund for Education Textbook Project be more directly placed under his supervision, and assigned the Project to the Department of Education Special Projects Group for Textbooks (SPGT).

The SPGT has reviewed the operations of the Textbook Production Project and decided to conduct a technical study of textbook development as the basis for future textbook production programs. A small team of foreign experts working with Filipino counterparts is anticipated.

#### Justification

No elaborate justification is needed in the face of acute necessity.

Data on enrolment and textbooks available in the public elementary and secondary schools in 1965 are as follows:

TIAS 6508

Table I

<u>Grade or Year</u>	<u>Enrolment, 1965</u>	<u>Textbooks Available</u>
<b>Elementary:</b>		
Grades 1 & 2	2,448,820	8,222,342
Grades 3 & 4	1,751,050	8,338,797
Grades 5 & 6	1,127,676	5,064,264
Total	<u>5,327,546</u>	<u>21,625,403</u>
<b>Secondary:</b>		
Years I & II	193,938	801,125
Years III & IV	<u>109,629</u>	<u>391,307</u>
Total	<u>303,567</u>	<u>1,192,432</u>

A complete set of textbooks per pupil on the basis of one volume per subject in Grades I and 2 is 5; in Grades 3 and 4 it is 6.5; in Grades 5 and 6 it is 7; and in each of the years in the high school it is 8. The corresponding textbook needs, volumes available, and shortages are indicated as follows:

Table II

<u>Grade or Year</u>	<u>Textbooks Needed</u>	<u>Textbooks Available</u>	<u>Textbooks Shortage</u>
<b>Elementary:</b>			
Grades 1 & 2	12,244,100	8,222,342	4,021,758
Grades 3 & 4	11,381,825	8,338,797	3,043,028
Grades 5 & 6	<u>7,893,732</u>	<u>5,064,264</u>	<u>2,829,468</u>
Total	<u>31,519,657</u>	<u>21,625,403</u>	<u>9,894,254</u>

**Secondary:**

Years I & II	1,551,504	801,125	750,379
Years III & IV	<u>877,032</u>	<u>391,307</u>	<u>485,725</u>
Total	2,428,536	1,192,432	1,236,104

There is therefore a shortage of 9,895,000 volumes for the elementary schools and 1,236,000 in the secondary schools, for a total of around 11,131,000.

**Project Objectives**

It is intended to produce 2,940,000 textbook volumes under this project, distributed among the various levels as follows:

Table III

<u>Grade or Year</u>	<u>No. of Books to be printed</u>	<u>Total Cost</u>
<b>Elementary:</b>		
Grades 1 & 2	1,248,730	P1,440,000
Grades 3 & 4	985,900	4,800,000
Grades 5 & 6	515,630	2,800,000
<b>Secondary:</b>		
Years I - IV	368,608	2,400,000
Total	<u>3,118,868</u>	<u>P11,440,000</u>

Note: Outside of this project, the Department of Education is applying for loan assistance from the Government Service Insurance System in the amount of P5 million for additional textbooks in the Bureau of Public Schools, and P2 million for textbooks in the Bureau of Vocational Education.

The loan-assisted project for the Bureau of Public Schools, as well as projects subsequent to this Special Fund for Education Project, will be implemented under the textbook development program which is expected to be formulated under the Department of Education Special Projects Group for Textbooks. The new program will be developed through the work of a foreign-expert group and Filipino counterparts, over a period of two years from about May or June 1967. It is anticipated that they will look into questions of textbook content, format and design, production and printing, distribution, costs and financing, and organization of a national book development council. The preliminary discussions regarding the foreign-expert group or team have started.

This project is a companion to the schoolbuilding construction project (P51 million) proposed for financing under the Special Fund for Education. Together, they will increase the effectiveness of the national educational effort in the public schools system to a significant extent. There is every justification for confidence in the attainment of

their objectives, because of the atmosphere and machinery of implementation and project supervision established by the national administration and by the leadership in the Department of Education.

It may be noted, finally, that a complex of projects and measures are being planned or undertaken in the Department of Education for better planning of public education and for the improvement of educational programs. Among these may be mentioned the creation of a unit for educational planning, coordination and standards in the Office of the Secretary; the reorganization of project supervision and project reporting to place coordination strictly in the Office of the Secretary; and projects of evaluation and assistance for vocational and higher education.

### III. ORGANIZATION

The administration of the project will be undertaken by the Textbook Production Service of the Bureau of Public Schools.

The project will be supervised by the Department of Education Special Projects Group for Textbooks. The SPGT is under an Undersecretary, who will be the Project Director. With him will be the Director of the Bureau of Public Schools,

who will be the Deputy Director and who will have day-to-day administrative responsibilities for the project.

Such features of the organization and procedures of the Textbook Production Service (AID-NEC-BPS) as are inconsistent with the efficient exercise of supervision and co-ordination by the SPGT are abolished or revised accordingly.

#### IV. IMPLEMENTING SCHEDULE

Inasmuch as the \$1.44 million from the Bureau of Public Schools is assured, and inasmuch as the machinery for implementation in the Department of Education and Bureau of Public Schools is ready, the speedy realization of project objectives depends on the early approval of this proposal and on the early release of funds.

Implementation of the project, beginning with the call for bids from contractors as indicated in the sequence of operations presented below, can begin one (1) month after the release of project funds. The schedule of operations is as follows:

##### 1967-1968

- |  |                                  |
|--|----------------------------------|
| 1. Preparation of Production Schedule  | First 15 days of the first month |
| 2. Approval of production schedule by the Secretary of Education upon recommendation of the Advisory Committee | Last 15 days of the first month  |

### **3. Public Bidding:**

- a. Certification of the Bureau of Printing of jobs that said office cannot undertake Second month
  - b. Advertising bids (once a week for 3 consecutive weeks) Third month
  - c. Opening of bids, awarding of contracts, preparation of papers of contracts, and approval of contracts Fourth, fifth and sixth months

#### **4. Production of Books:**

- |   |                                     |
|---|-------------------------------------|
| a. Placing of Order of materials by contracts         | Seventh, eight and ninth months     |
| b. Actual Production, Printing, binding and cartoning | Tenth through fifteenth months      |
| Distribution of textbooks                             | Sixteenth through Eighteenth months |

## 5. Distribution of textbooks

## V. PROJECT BUDGET

The total amount for this project is P11,440,000 of which P10 million is applied for from the Special Fund for Education and P1.44 million from the budget of the Bureau of Public Schools.

No amount is earmarked for administrative expenses of the project such as salaries of personnel and expenses for equipment and supplies. These are provided for in the regular budget of the Department of Education.

The breakdown of costs in terms of the volumes to be produced under this project is shown in Table III, Supra.

#### VI. PROJECT CONTINUITY

The production of textbooks for the public school system is a continuous activity.

Upon the termination of this project such funds of the Philippine Government as are available from budgetary and other sources will be used for replenishment of old books, replacements of obsolete books, and production of new books in accordance with the recommendation of the SPGT.

**APPENDIX**

## APPENDIX "A"

LISTS OF TEXTBOOKS THAT WILL BE  
PRINTED UNDER THIS PROJECT

<u>Title of the Book</u>	<u>Quantity</u>	<u>Peso Value</u>
<u>Grade I</u>		
PRE-PRIMERS I	210,860	₱105,430.00
PRE-PRIMERS II	218,800	109,400.00
PRIMERS	120,280	97,426.80
FIRST READERS	66,360	86,931.60
ARITHMETIC WORKBOOKS (MODERN)	121,490	193,328.10
SOCIAL STUDIES	75,800	98,540.00
JOSE RIZAL	<u>107,450</u>	<u>219,198.00</u>
T O T A L . . .	921,040	₱910,254.50

<u>Grade II</u>		
READERS	105,420	₱140,208.60
SOCIAL STUDIES	68,360	99,805.60
ARITHMETIC (MODERN ARITHMETIC WORKBOOKS)	52,500	69,825.00
MUSIC TEACHER'S MANUAL	4,940	22,872.00
MEANINGFUL ARITHMETIC	4,800	11,856.00
JOSE RIZAL	<u>91,670</u>	<u>185,178.30</u>
T O T A L . . .	327,690	₱529,745.50
TOTAL GRADE I - II . . .	1,248,730	₱1,440,000.00

<u>Title of the Book</u>	<u>Quantity</u>	<u>Peso Value</u>
<b><u>Grade III</u></b>		
MUSIC	22,210	P 109,273.20
TEACHERS GUIDE IN ENGLISH	6,000	14,820.00
JOSE RIZAL	178,920	763,988.40
TAGALOG	178,920	780,091.20
HEALTH AND SCIENCE	130,130	804,203.40
<hr/>		<hr/>
TOTAL . . . . .	516,180	P2,472,376.20

<b><u>Grade IV</u></b>		
MUSIC	140,030	648,338.90
TEACHERS GUIDE IN ENGLISH	5,600	15,512.00
JOSE RIZAL	71,820	339,708.60
TAGALOG	140,030	625,934.10
HEALTH AND SCIENCE	112,240	698,130.20
<hr/>		<hr/>
TOTAL . . . . .	469,720	P2,327,624.80
<hr/>		<hr/>
TOTAL GRADE III-IV	985,900	P4,800,000.00
<hr/>		<hr/>

<u>Title of the Book</u>	<u>Quantity</u>	<u>Peso Value</u>
<b><u>INTERMEDIATE - Grade V</u></b>		
MUSIC	146,000	P 722,700.00
JOSE RIZAL	67,248	326,201.30
TAGALOG	36,288	217,728.00
HEALTH AND SCIENCE	44,890	252,730.70
<b>TOTAL GRADE V . . . . .</b>	<b>294,426</b>	<b>P1,519,360.00</b>
 <b><u>GRADE VI</u></b>		
SOCIAL STUDIES	67,088	444,122.56
JOSE RIZAL	86,308	474,694.00
TAGALOG	34,288	171,440.00
HEALTH AND SCIENCE	33,520	190,383.44
<b>TOTAL GRADE VI. . . . .</b>	<b>221,204</b>	<b>P1,280,640.00</b>
<b>TOTAL INTERMEDIATE . . .</b>	<b>515,630</b>	<b>P2,800,000.00</b>

<u>Title of the Book</u>	<u>Quantity</u>	<u>Peso Value</u>
<u>SECONDARY, First Year</u>		
ENGLISH	19,980	P 123,476.40
READING	16,300	119,805.00
PHIL. PROSE & POETRY	15,920	37,412.00
JOSE RIZAL	24,720	150,792.00
TAGALOG	24,720	100,320.00
<b>TOTAL, First year .....</b>	<b>101,640</b>	<b>P 531,805.40</b>
<u>Second Year</u>		
ENGLISH	14,918	103,232.56
READING	16,898	133,494.20
PHIL. PROSE & POETRY	9,298	13,017.20
INTRODUCTORY MATHEMATICS	17,298	136,654.20
JOSE RIZAL	20,078	130,306.22
TAGALOG	19,078	114,468.00
<b>TOTAL, Second Year .....</b>	<b>97,568</b>	<b>P 631,172.38</b>
<u>Third Year</u>		
LITERATURE	11,640	131,532.00
PHIL. PROSE & POETRY	9,040	24,136.00
PHILIPPINE PROBLEMS	16,920	115,902.00
GEOMETRY	14,660	102,620.00
PRIMER FOR PRE-MILITARY TRAINING	20,000	117,000.00
JOSE RIZAL	16,920	101,520.00
TAGALOG	16,220	97,320.00
<b>TOTAL, Third Year .....</b>	<b>105,400</b>	<b>P 690,030.80</b>
<u>Fourth Year</u>		
PHIL. PROSE & POETRY	6,130	15,999.30
LITERATURE	9,210	105,915.00
WORLD'S HISTORY	11,830	173,053.52
PHYSICS	11,610	130,657.40
PHYSICS (MANUAL)	11,610	39,706.20
TAGALOG	13,610	61,660.00
<b>TOTAL, Fourth Year .....</b>	<b>64,000</b>	<b>P 546,991.42</b>
<b>TOTAL (SECONDARY) .....</b>	<b>368,628</b>	<b>P2,400,000.00</b>

ANNEX BSPECIAL FUND FOR EDUCATIONTEXTBOOK PRODUCTION PROJECTDISBURSEMENT SCHEDULE

Two weeks from date of this agreement-----	\$ 100,000.00
August 1, 1967-----	1,182,000.00
September 15, 1967-----	<u>1,282,103.00</u>
Total -	<u>\$2,564,103.00</u>

ANNEX CSPECIAL FUND FOR EDUCATIONTEXTBOOK PRODUCTION PROJECTIMPLEMENTATION SCHEDULE

May 15 - May 30, 1967-----Preparation of Production Schedule  
June 1 - June 15, 1967-----Approval of Production Schedule  
June 16 - July 15, 1967-----Bureau of Printing Certifications  
July 16 - August 15, 1967-----Advertising of Bids  
August 16 - November 15, 1967-----Opening of Bids. Awarding of Contracts  
September 1 - November 15, 1967-----Placing of Order of Materials by Contractors  
November 16, 1967 - August 15, 1968---Actual Production, Printing, Binding and  
Cartoning  
April 16 - September 15, 1968-----Distribution of Textbooks

*The Secretary of Foreign Affairs of the Philippines to the American Ambassador*

No. 18731

MANILA, June 26, 1967

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note No. 1002 dated June 26, 1967, concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962 and the recent discussions about the Textbook Production Project 1967-1968, which reads as follows:

"I have the honor to refer to our April 26, 1966, exchange of notes concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962, and to the recent discussions about the Textbook Production Project 1967-1968, formally proposed by Your Excellency's Government on February 7, 1967, and attached as Annex A to this note. As indicated in the proposal of Your Excellency's Government, this project calls for Special Fund financing of 2,940,000 textbooks for use in public elementary and secondary schools.

"I now have the honor on behalf of my Government to inform Your Excellency that this project has been approved for the expenditure of two million five hundred sixty four thousand one hundred three dollars (\$2,564,103.) from the Special Fund for Education. I have the further honor to propose that the following understandings, drawn up in accordance with the April 26, 1966, exchange of notes, govern the implementation of this project:

"1. Dollar disbursements for the project shall be made by the United States Government for deposit in depository banks in the United States designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the said National Economic Council; thereafter, the National Economic Council shall deposit the peso equivalent at current exchange rates in the Philippine National Bank, Manila. Interest accrued on the foregoing accounts shall be spent for the production of textbooks in addition to those contemplated in the project proposal. The first dollar disbursement will be made within two weeks after the date of this exchange of notes; subsequent disbursements will be made on August 1 and September 15, 1967, as shown in Annex B to this note. Each disbursement will be made in advance for the work to be undertaken as contemplated in the implementation schedule, attached as Annex C to this note. Disbursements from the peso account shall be made by the National Economic Council upon deliveries of the books. The National Economic Council shall furnish the United

States Government with detailed reports concerning such disbursements and deliveries, and with interim progress reports concerning other phases of the project.

"2. Your Excellency's Government undertakes to identify the textbooks produced with support of the Special Fund for Education, indicating that these textbooks were produced by the Philippine Government with funds made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War Two.

"3. Your Excellency's Government shall provide a final and comprehensive status report upon the completion of this project.

"Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annexes and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Textbook Production Project, 1967-1968.

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

I wish to inform Your Excellency that the foregoing understandings are acceptable to the Government of the Philippines, and that Your Excellency's note with its annexes and this note constitute an agreement between our two Governments on the use of the Special Fund for Education for the Textbook Production Project, 1967-1968.

Accept, Excellency, the assurances of my highest consideration.

NARCISO RAMOS

Narciso Ramos

*Secretary of Foreign Affairs*

His Excellency

Ambassador WILLIAM McCORMICK BLAIR, Jr.

*Embassy of the United States*

*Manila*

*The American Chargé d'Affaires ad interim to the Acting Secretary of  
Foreign Affairs of the Philippines*

No. 113

MANILA, August 11, 1967

EXCELLENCY:

I have the honor to refer to our April 26, 1966, exchange of notes concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962, and to the recent discussions about the Cultural Development Fund project, formally proposed by Your Excellency's Government on February 24, 1967, and attached as Annex A to this note. As indicated in the proposal of Your Excellency's Government, this project calls for the establishment of a 15 million peso permanent trust fund, the earnings of which shall be used solely for financing the programs and operations of the Cultural Center of the Philippines. The Cultural Development Fund, in financing the various activities of the Center's theatre for the performing arts, museum and art gallery, art and music library, and open amphitheatre, will on a national basis through programs of information, training and education promote and nurture Filipino culture and the creativity of the Filipino artist.

I now have the honor on behalf of my Government to inform Your Excellency that this project has been approved, and for this purpose three million five hundred thousand dollars (\$3,500,000) will be made available from the Special Fund for Education. I have the further honor to propose the following undertakings, drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this project:

1. The dollar disbursement for the project shall be made within two weeks after the date of this exchange of notes by the United States Government for deposit in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the said National Economic Council.
2. The enduring character of the Cultural Development Fund is ensured by the undertaking of Your Excellency's Government to maintain the principal of the Fund intact, using only its investment portfolio earnings to finance the Center's activities, and by the intention to enlarge the Fund through the accrual of future cash donations and surpluses arising from the Cultural Center's operations.
3. Materials descriptive of the origin of the Cultural Development Fund and its income will contain appropriate reference to the contribution of the Special Fund for Education, which was made available by the people of the United States of

TIAS 6508

- America in recognition of the common efforts of the Philippines and the United States during World War II.
4. Your Excellency's Government shall provide the Government of the United States with a copy of the Cultural Center's regular annual reports of activities and finances.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annex and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for the Cultural Development Project.

Accept, Excellency, the assurances of my highest consideration.

JAMES M. WILSON, Jr.

**Annex:**

- A. Cultural Development Fund Project Proposal

His Excellency

JOSE D. INGLES

*Acting Secretary of Foreign Affairs  
Manila*

ANNEX A

CULTURAL DEVELOPMENT FUND

a project proposal

Office of the President  
Cultural Center of the Philippines  
M a n i l a

TIAS 6508

SPECIAL FUND FOR EDUCATION  
PROJECT STUDY AND PROPOSAL

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I. SUMMARY

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1.1 Project Title

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CULTURAL DEVELOPMENT FUND

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1.2 Brief Description

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This project involves the establishment of a P15 million trust fund, to be known as the Cultural Development Fund, the earnings of which shall be used for financing the programs and operations of the Cultural Center of the Philippines.

The Cultural Center of the Philippines is a government-sponsored but independently managed organization. It was established for the development, propagation and conservation of Philippine art and culture. The Center's physical facilities, consisting of (1) a theatre for the performing arts, (2) a museum and art gallery, (3) an art and music library, and (4) an open amphitheatre for outdoor performances, are presently under construction on a 21-hectare reclaimed area projecting into Manila Bay. The land is a donation of the Philippine Government while funds for the preparation of the site and construction of all buildings were raised from private contributions. Construction is on an overlapping schedule starting with the theatre which will be completed in December 1968. All facilities will be operational by July 1969.

*In addition to performances and exhibits, the Center will also engage in research and training which will be integrated with the educational system. Educational activities will include fellowship, scholarship and research grants, publications and technical and financial assistance to community sponsored programs.*

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#### *1.3 Implementing Agency*

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*This project will be implemented by the Cultural Center of the Philippines, an institution created by the Executive Order No. 30, series of 1966. Policy formulation and determination is exercised by a Board of Trustees composed of leading private citizens appointed by the President of the Philippines. At present this Board is assisted by an executive staff which will be expanded into an appropriate organization consistent with the activities of the Center. The Board of Trustees will assume responsibility for the investment and management of the Cultural Development Fund and its income.*

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#### *1.4 Funding*

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	<u>Capital</u>	<u>Operating</u>	<u>Total</u>
<i>4.1 Special Fund for Education</i>	\$3,500,000	\$ -	\$3,500,000
<i>4.2 Cultural Center of the Philippines</i>	\$1,700,000	\$100,000	\$1,800,000
<i>4.3 Duration: no specific period can be given to this project. The Cultural Development Fund is a permanent trust fund.</i>			

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II. PURPOSE AND DESCRIPTION

Background and History - The Cultural Center of the Philippines was created by Executive Order No. 30 of the President of the Philippines on June 25, 1966 (Annex "A"). The Order also transferred to the Center a parcel of land which had been previously set aside by Proclamation No. 20 of March 12, 1966 for the physical facilities of the Center (Annex "A.1"). Shortly thereafter the Center's Board of Trustees, with the First Lady of the Philippines as Chairman and prominent civic and business leaders as members, was constituted by the President (Annex "B").<sup>[1]</sup>

In the meantime the services of the well-known architectural firm of Leandro V. Locsin & Associates were obtained to design the cultural complex and to supervise its construction. The firm has submitted its preliminary studies for the entire complex, including detailed plans for the construction of the National Theatre which is the first phase of the project. The Board of Trustees has accepted and approved these designs.

A series of fund drives - solicitations, benefit performances by local and foreign artists, opera and dance companies, benefit showings of selected motion pictures - was sponsored by the Center to raise its initial capital requirements. The corner stone of the Center was laid on April 17, 1966 and the construction of the National Theatre began in June 1966 (Annex "C").<sup>[1]</sup> Target date for the completion of the theatre is December 1968.

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<sup>[1]</sup> Not printed.

Pledges of donations mainly from the private sector are expected to provide the full amount of P35 million for the completion of the entire complex. Construction is on an overlapping schedule such that the complementary structures for the museum, open theatre and art gallery-library are expected to be completed by June 1969. These facilities are described in the attached brochure (Annex "B").

While sufficient provisions have been made for funding the construction of the Center, there remains the problem of financing its programs and activities. It goes without saying that the Center is a non-profit institution. It is precisely because of this indispensable feature of such an enterprise that financing its activities becomes a special problem.

In anticipation of this problem, the Board of Trustees, on January 30, 1967, passed Resolution No. 1, series of 1967, establishing a special investment fund the proceeds of which shall be used in financing programs and activities of the Center (Annex "D").<sup>[1]</sup> The Philippine Government, through this project proposal, seeks to utilize \$3.5 M from the Special Fund for Education to establish this fund beginning July 1, 1967.

Justification - The need for a cultural center is explained in the attached brochure<sup>[1]</sup> as follows:

"A nation and a people must have firm roots, a base from which to grow. When history and circumstances cause a blurring of the past, the result is a confusion of tradition and values. A people with national amnesia suffers a lack of balance and sense of direction. Rootless and purposeless, they must find

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<sup>1</sup> Not printed.

*firm traditions or ideals, and grasp a solid sedimentation of ancestral aspirations or they will wither and die.*

*"The physical destruction of museums, libraries, theatres, churches, artifacts and works of art during the last war has seriously hampered the growth of a rich cultural life for the present generation of Filipinos. The war dislocated traditional Filipino values; while foreign values, often times in conflict with the nation's cultural background, led the Filipino to a cultural predicament and an inevitable chasm.*

*"x x x the Cultural Center of the Philippines is far from a mere repository conserving disappearing artifacts, since as envisioned, research materials will be available to scholars and artists. The artifacts thereby serve as raw materials; direct inspiration from which creative minds may build, or perhaps even deviate, from conscious sources that make up our culture. The use of workshops, lecture halls, a theatre for the performing arts, and an art gallery are to nurture this creativity in the contemporary artist. Ethnic Filipino recorded music and artifacts, are not just conserved but becomes a source from which contemporary imagination may bring to fruition the modern Filipino cultural identity. Design and style elements from the rich Filipino legacy may thereby gain new meaning and life. In this way cultural growth would have social and psychological stability provided by tradition."*

*This need is recognized by the guidelines adopted by the Philippine Committee for the Special Fund for Education. They specifically include projects which promote the Filipino culture as among those which shall be considered in allocating the Special Fund for Education.*

An important element of promotion, however, is education. The activities of the Cultural Center include an extensive program of information and education consisting of seminars, teacher-training, publications, scholarship, fellowship and research grants, and community programs. The Cultural Development Fund is primarily intended to support these activities.

The Fund will enable the Center to operate with a higher degree of independence and efficiency than if it were to depend on government appropriations and donations for financing its operations. The income of the fund can be projected and thus allow the Center to formulate long-term plans and maximize the utilization of its facilities and resources.

The "Enduring character" of the project, desired in projects to be financed by the Special Fund for Education, is assured. As a trust fund, the Cultural Development Fund shall remain intact and shall even increase. All future cash donations and surpluses which may occur from the operations of the Center's facilities, particularly the National Theatre, shall accrue to the Cultural Development Fund as provided by Resolution No. 1 (Annex "D").

Objectives — The general objective of the Cultural Center of the Philippines is to promote and conserve the Filipino culture. In support of this objective, the Cultural Development Fund is being established to provide a continuing source of financing for the programs and activities of the Center. This will insure continuous and gradually expanding operations without having to depend on

simple government support with its restraints, such as donations and fund drives which usually fall short of goals.

Procedure - The following procedure shall be observed in implementing this Project:

1. The Cultural Center of the Philippines, on or before July 1, 1967, shall open an account in a local banking institution in the name of the "Cultural Development Fund, Cultural Center of the Philippines" with an initial deposit of P200,000;

2. The government of the United States of America, on or before July 15, 1967, shall release to the Philippine Government the amount of \$3,500,000 from the Special Fund for Education by depositing this amount in the same account;

3. Within fifteen days thereafter, the Cultural Center of the Philippines shall deposit the balance of its contribution in the amount of P1,500,000 in the same account;

4. Within 45 days after July 15, 1967, the Board of Trustees shall invest the fund according to an investment portfolio copy of which shall be submitted to the National Economic Council;

5. At the beginning of the last quarter of each fiscal year the Executive Director of the Center shall prepare and submit the Center's program of activities and its corresponding budget to the Board of Trustees for its approval. The budget shall reflect, in addition to expected earnings of the Fund, projected income from the operation of the Center's facilities and other sources such as rentals and donations;

6. The Board of Trustees shall assume full responsibility for the investment and administration of the Fund and its income, and shall submit an annual financial report to the National Economic Council;

7. Initial expenditures for the administration of the Fund shall be advanced by the Cultural Center of the Philippines until the Fund is able to support itself.

### III. ORGANIZATION & STAFFING

General supervision over the Cultural Center of the Philippines is exercised by the Office of the President (Annex "E").<sup>[1]</sup> Policy formulation and general program direction belongs to a Board of Trustees. The execution of these policies and programs, including program planning, evaluation and coordination, shall be the responsibility of an Executive Director. He shall be assisted by an administrative staff and a management staff for program planning and coordination. The Executive Director shall also exercise direct supervision over the operating units of the Center consisting of the theatre, museum, library and a composite department for research and education. Appropriate advisory groups, representative of the areas of activity of the Center, will assist the Executive Director in planning and programming the Center's activities.

The Cultural Development Fund shall be directly supervised by the Board of Trustees through its Treasurer. Staff

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<sup>1</sup> Not printed.

*support, however, will be provided by the Executive Director's financial staff mainly for reasons of economy and better coordination with other management units. All releases from the Fund shall be subject to the approval of the Board either through the Chairman or the Treasurer.*

*The organizational set-up depicted in Annex "E" will be gradually established to correspond with the completion of the Center's physical facilities and the expansion of the Center's activities. During the first year of operations only a skeletal staff consisting of the Executive Director, the program planning and coordination units and a small clerical pool will be maintained. The other units will be set up as the need arises.*

*All key personnel shall be recruited and appointed by the Board of Trustees in consultation with private cultural groups concerned. All other appointments shall be made by the Executive Director with the consent of the Board of Trustees.*

*Scholarships in theatre management, stage craft, light design, library science, Museology and other fields related to the management of the Center shall be made available at appropriate periods preceding the implementation of each project. In-service training programs for the general staff shall also be instituted before and during the operation of the Center's facilities.*

**IV. IMPLEMENTING SCHEDULE**

The following schedule applies only to the establishment of the Cultural Development Fund. A separate schedule for the cultural Center itself is appended (Annex "F").<sup>[1]</sup>

1. Recruitment and appointment of key personnel - April 1 to May 1, 1967
2. Preparation of investment portfolio - May 1 to June 15, 1967
3. Board review and approval of investment portfolio - June 16 - 30, 1967
4. Opening of account for the Cultural Development Fund - July 1, 1967
5. Implementation of investment program - July 16 to Aug. 31, 1967

This schedule is designed to allow ample time for the investment of the fund that it may generate the income necessary to meet the initial requirements of the Center. These requirements, amounting to approximately P2 million between July 1, 1967 and the completion of the National Theatre in December 1968, are indicated in the Center's three-year program of activities (Annex "G").<sup>[1]</sup>

**V. PROJECT BUDGET**

This Project involves a total outlay of P15,100,000 of which \$3,500,000 shall be provided by the Special Fund for Education and P1,800,000 by the Cultural Center of the Philippines.

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<sup>1</sup> Not printed.

Of the total amount, \$15 million shall constitute capital outlays, or the capital of the Cultural Development Fund. The amount of \$100,000 shall be advanced by the Center to defray administration costs until December 31, 1967. Breakdown is as follows:

	<u>S.F.E.</u>	<u>AGENCY</u>
<i>Capital Outlays:</i>	<u>\$3,500,000</u>	<u>\$1,700,000</u>
<i>Capitalization of the Cultural Development Fund</i>	<u>\$3,500,000</u>	<u>\$1,700,000</u>
<i>Operating Expenditures:</i>	<u>-</u>	<u>100,000</u>
<i>Salaries</i>		<u>56,000</u>
<i>Equipment</i>		<u>25,000</u>
<i>Supplies</i>		<u>15,000</u>
<i>Miscellaneous</i>	<u>-</u>	<u>5,000</u>
<i>TOTAL</i>	<u>\$3,500,000</u>	<u>\$1,800,000</u>

In the future, a separate budget for the Cultural Development Fund shall not be maintained since the Fund shall be serviced by the Center. (See Organization and Staffing).

#### VI. PROJECT CONTINUITY

The continuity of this Project is inherent in the nature of the Cultural Development Fund which, as a trust fund, shall remain intact. Moreover, provisions have been made for the growth of the Fund by requiring that all future donations to the Center, as well as surpluses from the operation of the Center's facilities, shall accrue to the Fund.

ANNEX "A"

MALACANANG  
RESIDENCE OF THE PRESIDENT  
OF THE PHILIPPINES  
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

EXECUTIVE ORDER NO. 30

CREATING THE CULTURAL CENTER OF THE PHILIPPINES

WHEREAS, the preservation and promotion of Philippine culture in all its varied aspects and phases is a vital concern of the State;

WHEREAS, valuable donations have been received and financial commitments have been made by civic-spirited individuals, groups, associations and other persons for the preservation, promotion, enhancement and development of Philippine culture and for the establishment of a Cultural Center, and

WHEREAS, it is imperative that an effective organization be provided to take over and to receive such donations and commitments and to carry out the will of the donors for the enduring benefit of the Filipino people;

NOW, THEREFORE, I, FERDINAND E. MARCOS, President of the Philippines, for and in the name of the Republic of the Philippines, and by virtue of the powers vested in me by law, do hereby create a trust, for the benefit of the Filipino people, under the name and style of "Cultural Center of the Philippines" hereinafter referred to as the "Center" with a Board of Trustees composed of seven (7) members to be appointed by the President of the Philippines.

The estate of the Center shall consist of such real, personal, and other types of property, now owned or reserved for, or may hereafter be given, donated, acquired, transferred or conveyed to, the Center in order to carry out its purposes and objectives as set forth herein by the Philippine government, its branches and instrumentalities, any foreign government as well as trust, foundations, corporations, or persons, alien or domestic, without in any way limiting the generality of the preceding sentence, the estate of the Center shall include:

(1) The parcel of land reserved for the Center under Proclamation No. 20 dated March 12, 1966.

(2) Donations, monetary or otherwise already received, and those to be received by the Government or by the Center for, or in furtherance of the purpose of, the Cultural Center of the Philippines.

The purposes and objectives of the Center are:

1. To construct, establish and maintain in a single site a national theater, a national music hall, an art and such other

buildings and facilities as are necessary or desirable for the holding of conferences, seminars, concerts and the like;

2. To awaken the consciousness of our people to our cultural heritage, and to encourage them to assist in its preservation, promotion, enhancement and development;

3. To cultivate and enhance public interest in, and appreciation of, distinctive Philippine arts in various fields;

4. To discover, assist and develop talents connected with Philippine cultural pursuits and create greater opportunities for individual and national self-expression in cultural affairs; and

5. To encourage the organization of cultural groups, associations or societies and the holding or staging of cultural exhibitions, performances and similar activities.

For the accomplishment of the above purposes and objectives, the Center, acting through its Board of Trustees, shall have the power and is authorized;

1. To acquire and hold property of whatever nature and description, and to dispose of such property;

2. To enter into such contract or contracts as are deemed necessary by its Board of Trustees to carry out or accomplish the purposes and objectives of the Center;

3. To solicit donations and funds in the form of contributions, whether in cash or in property, from both the public and private sectors;

4. To open such accounts in and with banks and other financial institutions, and to disburse such funds or invest the same as the Board may direct to accomplish or advance the purposes of the Center;

5. To invite foreign artists and concert and cultural troupes to perform or hold exhibits in the Philippines;

6. To sponsor or assist in the sponsorship of foreign performances by local artists and cultural groups;

7. To adopt rules and regulations consistent with law and the provisions hereof to govern the administration and operation of the affairs of the Center; and

8. To do all such other acts and things as are or may be necessary for the accomplishment of the purposes and objectives of the Center.

The members of the Board of Trustees shall serve without compensation for a period of four (4) years and until their successors shall have been appointed and qualified. Any vacancy in the Board shall be filled by another suitable person, who shall serve for the unexpired term, with the right to hold over. The Board of Trustees of the Center shall elect a Chairman who must be one of its members, and who shall be the presiding officer of the Board of Trustees, act as the Chief Executive Officer of the Center with authority, among others, to appoint, remove, and fix the number and compensation of the personnel thereof, subject to the approval of the Board of Trustees.

Four (4) members of the Board of Trustees shall constitute a quorum for the transaction of business of the Center, and any decision of such four members on any matter duly presented to the Board of Trustees shall constitute a valid and binding act of the Center.

The Center may call upon any department, bureau, office, agency or instrumentality of the government, including government-owned or controlled corporations, for such assistance as it may need in the pursuit of its purposes and objectives.

The books and accounts of the Center shall be subject to periodical auditing by the Auditor General or his authorized representative.

The Center shall render to the President of the Philippines an annual report of its activities and recommendations.

If for any reason the Center is terminated, the estate or any residual assets of the Center remaining at the time of such termination shall revert to the State for disposition in accordance with law.

Done in the City of Manila, this 25th day of June, in the year of Our Lord, nineteen hundred and sixty-six.

(SGD.) FERDINAND E. MARCOS  
President of the Philippines

By the President:

(SGD.) RAFAEL M. SALAS  
Executive Secretary

TIAS 6508

## ANNEX "A-1"

MALACANANG  
Manila

## PROCLAMATION NO. 26

REVOKEING PROCLAMATION NO. 27 DATED JUNE 27,  
1947, RESERVING FOR NAVAL PURPOSES A  
PARCEL OF THE PUBLIC DOMAIN SITUATED  
IN THE DISTRICT OF MALATE, CITY OF MANILA,  
AND RESERVING THE AREA EMBRACED THEREIN  
FOR THE PHILIPPINE CULTURAL CENTER.

By virtue of the powers vested in me by law, I,  
FERNAND E. MARCOS, President of the Philippines, do  
hereby revoke Proclamation No. 27 dated June 27, 1947, es-  
tablishing the naval reservation in the District of Malate, City of  
Manila, and reserve the area embraced therein as site for the  
Philippine Cultural Center, minus the portion excluded therefrom  
under Proclamation No. 508 dated May 9, 1958.

IN WITNESS WHEREOF, I have hereunto set my hand  
and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 12th day of March, in  
the year of Our Lord, nineteen hundred and sixty-six.

(SGD.) FERNAND E. MARCOS  
President of the Philippines

By the President:

(SGD.) RAFAEL M. SALAS  
Executive Secretary

TRUE COPY

*The Acting Secretary of Foreign Affairs of the Philippines to the  
American Chargé d'Affaires ad interim*

No. 17961

MANILA, August 11, 1967

SIR:

I have the honor to acknowledge the receipt of your Note No. 113 dated August 11, 1967 concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962 and the recent discussions about the Cultural Development Fund project which reads as follows:

"I have the honor to refer to our April 26, 1966, exchange of notes concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962, and to the recent discussions about the Cultural Development Fund project, formally proposed by Your Excellency's Government on February 24, 1967, and attached as Annex A to this note. As indicated in the proposal of Your Excellency's Government, this project calls for the establishment of a 15 million peso permanent trust fund, the earnings of which shall be used solely for financing the programs and operations of the Cultural Center of the Philippines. The Cultural Development Fund, in financing the various activities of the Center's theatre for the performing arts, museum and art gallery, art and music library, and open amphitheatre, will on a national basis through programs of information, training and education promote and nurture Filipino culture and the creativity of the Filipino artist.

"I now have the honor on behalf of my Government to inform Your Excellency that this project has been approved, and for this purpose three million five hundred thousand dollars (\$3,500,000) will be made available from the Special Fund for Education. I have the further honor to propose that the following undertakings, drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this project:

"1. The dollar disbursement for the project shall be made within two weeks after the date of this exchange of notes by the United States Government for deposit in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the said National Economic Council.

"2. The enduring character of the Cultural Development Fund is ensured by the undertaking of Your Excellency's Government to maintain the principal of the Fund intact, using only its investment portfolio earnings to finance the Center's activities, and

by the intention to enlarge the Fund through the accrual of future cash donations and surpluses arising from the Cultural Center's operations.

"3. Materials descriptive of the origin of the Cultural Development Fund and its income will contain appropriate reference to the contribution of the Special Fund for Education, which was made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.

"4. Your Excellency's Government shall provide the Government of the United States with a copy of the Cultural Center's regular annual reports of activities and finances.

"Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annex and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for the Cultural Development Project.

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

I wish to inform you that the foregoing understandings are acceptable to the Government of the Philippines and will consider your note with its annexes and this note as constituting an agreement between our two Governments on the use of the Special Fund for Education for the Cultural Development project.

Accept, Sir, the assurances of my high consideration.

JOSE D. INGLES

Jose D. Ingles

*Acting Secretary of Foreign Affairs*

The Honorable

JAMES M. WILSON, Jr.

*Charge d'Affaires*

*Embassy of the United States of America*

*Manila*

*The American Chargé d'Affaires ad interim to the Secretary of  
Foreign Affairs of the Philippines*

No. 942

MANILA, June 11, 1968

EXCELLENCY:

I have the honor to refer to our April 26, 1966 exchange of notes concerning the Special Fund for Education authorized by United States Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage Legislation of 1962, and to the recent discussions about the project for Assistance to Private Education, proposed by Your Excellency's Government. The details of this project are elaborated in Annex A to this note.

As indicated in Annex A, this project, entitled Fund for Assistance to Private Education, calls for the establishment of a permanent trust fund with all earnings therefrom available for various programs of assistance to private education. The activities of the Fund will assure continued development and improvement of Philippine private schools through stimulating progress toward quality and excellence, and emphasis on study in those educational fields necessary to meet crucial manpower needs for Philippine national development.

I now have the honor on behalf of my Government to inform Your Excellency that this project, as outlined in Annex A to this note, has been approved, and for this purpose six million one hundred fifty-four thousand dollars (\$6,154,000) will be made available from the Special Fund for Education. I have the further honor to propose that the following undertakings, drawn up in accordance with our April 26, 1966, exchange of notes, govern the implementation of this project:

1. The United States Government shall make the dollar disbursement for this project in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the Fund for Assistance to Private Education. This disbursement shall be made within two weeks of the execution of the trust deed referred to in paragraph 2 below.

2. The enduring character of the Fund for Assistance to Private Education is secured by the undertaking of Your Excellency's Government to ensure that the irrevocable trust deed, establishing the Private Education Assistance Committee as trustee of the Fund, will stipulate that the principal of the Fund is to be maintained intact with only the earnings therefrom being utilized to finance programs of assistance to private education, but excluding any support of religious worship or instruction.

3. Materials descriptive of the origin of the Fund for Assistance to Private Education, projects undertaken through grants from the Fund, and buildings financed in whole or in part through grants from the Fund shall appropriately identify the contribution of the Special

Fund for Education made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.

4. Your Excellency's Government shall provide the Government of the United States with a copy of an annual report of the activities of the Fund for Assistance to Private Education.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annex and Your Excellency's reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Fund for Assistance to Private Education.

Accept, Excellency, the assurances of my highest consideration.

JAMES M. WILSON, Jr.

Attachment:

Annex A.

His Excellency

NARCISO RAMOS

*Secretary of Foreign Affairs  
Manila*

#### ANNEX A

#### FUND FOR ASSISTANCE TO PRIVATE EDUCATION CREATED BY THE SPECIAL FUND FOR EDUCATION

##### I. DESCRIPTION OF THE FUND

The Government of the Philippines will create a permanent trust fund, hereinafter referred to as the Fund. The earnings of the Fund will be utilized exclusively for the benefit of private education in the Philippines, and its principal may be augmented by future grants, donations and transfers by the Philippine Government or any other public or private entity. The Fund will be managed so as to maximize its earnings, but also in a prudent manner consistent with its character as a perpetual trust. The Fund's earnings, whether in the form of interest, dividends or capital gains, will be used to finance grants and/or loans for faculty training and development in the forms of scholarships, research grants, faculty incentives, inter-institutional cooperative projects, and other programs of benefit to private education. Any unused earnings may be capitalized to increase the principal of the Fund.

## II. ORGANIZATION AND STAFFING

To administer and serve as trustee of the Fund there shall be created a Private Education Assistance Committee hereinafter called "the Committee", composed of the Secretary of Education or his representative as Chairman, a representative from the National Economic Council, and one representative from each of the following three educational associations which are members of the Board of National Education: Catholic Educational Association of the Philippines, Association of Christian Schools and Colleges, and the Philippine Association of Colleges and Universities. Decisions of the Committee will be made with the concurrence of the Chairman. The Committee will, as necessary, consult with the Philippine Manpower Development Council.

The Private Education Assistance Committee will serve as the trustee of the Fund and in this capacity will set investment policy; establish priorities among the various possible project areas defined by the guidelines set forth under paragraph III below; provide for the receiving and processing of project applications; and make all decisions on the use of the Fund's income and capital gains, including final action on individual applications for grants and/or loans. Since the project priorities established by the Committee will constitute a current assessment of the Philippine Government's national requirements in private education, they will be reviewed periodically and revised as necessitated by changing conditions. In order to avail of professional counsel and services in the management of the capital entrusted to it, the Committee may retain an investment and financial manager.

## III. GUIDELINES FOR USE OF FUND

In arriving at decisions on individual project applications for grants and/or loans from earnings of the Fund, the Committee shall be guided by the following considerations, which shall be weighed equally:

- (A) The project's contribution to improvement in the quality of Philippine education.
- (B) The project's relation to a field of study or specialization of high priority for national growth.
- (C) The significance of the contribution, and potential contribution through the project, of the applying institution or association to educational needs in a specific geographic area or region of the Philippines.
- (D) The amount of funds requested for the project as consistent with Fund assistance to as many institutions as possible.
- (E) An assessment of the institution's or association's past and current efforts to improve the quality of its education and the quality of its planning for the future.

**IV. IMPLEMENTING SCHEDULE**

Implementation of this project shall be accomplished as follows:

a. Organization of the Private Education Assistance Committee and Entry into force of Deed of Trust	June 18, 1968
b. Release of \$6,154,000 by U.S. Government	July 1, 1968
c. Start of Investment Program	July 15, 1968
d. Programming of Income	Jan. 1, 1969
e. Announcement of Procedures for Project Applications	Feb. 1, 1969
f. Start of Project Applications	April 1, 1969
g. Begin Awards	July 1, 1969

*The Secretary of Foreign Affairs of the Philippines to the American  
Chargé d'Affaires ad interim*

No. 138992

MANILA, June 11, 1968

SIR:

I have the honor to acknowledge the receipt of your Note No. 942 dated June 11, 1968 concerning the Special Fund for Education authorized by Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage legislation of 1962 and the recent discussions about the project for Assistance to Private Education which reads as follows:

"I have the honor to refer to our April 26, 1966, exchange of notes concerning the Special Fund for Education authorized by United States Public Law 88-94, approved August 12, 1963, as an amendment to the Philippine War Damage Legislation of 1962, and to the recent discussions about the project for Assistance to Private Education, proposed by Your Excellency's Government. The details of this project are elaborated in Annex A to this note.

"As indicated in Annex A, this project, entitled Fund for Assistance to Private Education, calls for the establishment of a permanent trust fund with all earnings therefrom available for various programs of assistance to private education. The activities of the Fund will assure continued development and improvement of Philippine private schools through stimulating progress toward quality and excellence, and emphasis on study in those educational fields necessary to meet crucial manpower needs for Philippine national development.

“I now have the honor on behalf of my Government to inform Your Excellency that this project, as outlined in Annex A to this note, has been approved, and for this purpose six million one hundred fifty-four thousand dollars (\$6,154,000) will be made available from the Special Fund for Education. I have the further honor to propose that the following undertakings, drawn up in accordance with our April 26, 1966 exchange of notes, govern the implementation of this project:

- “1. The United States Government shall make the dollar disbursement for this project in depository banks designated by the Chairman of the National Economic Council of the Government of the Republic of the Philippines to the credit of the Fund for Assistance to Private Education. This disbursement shall be made within two weeks of the execution of the trust deed referred to in paragraph 2 below.
- “2. The enduring character of the Fund for Assistance to Private Education is secured by the undertaking of Your Excellency’s Government to ensure that the irrevocable trust deed, establishing the Private Education Assistance Committee as trustee of the Fund, will stipulate that the principal of the Fund is to be maintained intact with only the earnings therefrom being utilized to finance programs of assistance to private education, but excluding any support of religious worship or instruction.
- “3. Materials descriptive of the origin of the Fund for Assistance to Private Education, projects undertaken through grants from the Fund, and buildings financed in whole or in part through grants from the Fund shall appropriately identify the contribution of the Special Fund for Education made available by the people of the United States of America in recognition of the common efforts of the Philippines and the United States during World War II.
- “4. Your Excellency’s Government shall provide the Government of the United States with a copy of an annual report of the activities of the Fund for Assistance to Private Education.

“Upon receipt of a note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of the Philippines, the Government of the United States of America will consider that this note with its annex and Your Excellency’s reply thereto constitute an agreement between our two Governments on the use of the Special Fund for Education for the Fund for Assistance to Private Education.

“Accept, Excellency, the assurances of my highest consideration.”

I wish to inform you that the foregoing understandings are acceptable to the Government of the Philippines and will consider your note with its annex and this note as constituting an agreement between our two Governments on the use of the Special Fund for Education for the Fund for Assistance to Private Education.

Accept, Sir, the assurances of my highest consideration.

NARCISO RAMOS,  
Narciso Ramos  
*Secretary of Foreign Affairs.*

The Honorable

JAMES M. WILSON, Jr.

*Charge d'Affaires*

*Embassy of the United States of America*

*Manila*

## BELGIUM

### Mutual Defense Assistance

*Agreement amending Annex B to the agreement of January 27, 1950.*

*Effectuated by exchange of notes*

*Signed at Brussels May 2 and 20, 1968;*

*Entered into force May 20, 1968.*

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

No. 241

**EXCELLENCY:**

I have the honor to refer to this Embassy's Note No. 211 of February 20, 1968, and to Note No. STR-6 of April 26, 1968,<sup>[1]</sup> 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<sup>[2]</sup> to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1968. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1967 to June 30, 1968, 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, 1967 – June 30, 1968."

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

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 2010, 6229; 1 UST 10; 18 UST 285.

the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

RIDGWAY B. KNIGHT

EMBASSY OF THE UNITED STATES OF AMERICA  
Brussels, May 2, 1968

His Excellency  
PIERRE HARMEL,  
Minister of Foreign Affairs,  
Brussels.

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

MINISTÈRE DES AFFAIRES ETRANGÈRES  
ET DU  
COMMERCE EXTÉRIEUR

Le Ministre des Affaires Etrangères

BRUXELLES, LE 20-5-1968

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence du 2 mai 1968, n° 241 ayant pour objet la modification pour l'exercice fiscal 1967-1968 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 1967 au juin 1968".

Je marque également mon accord pour considérer que la note de Votre Excellence en date du 2 mai 1968 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 saisir cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

PIERRE HARMEL

P. Harmel

A Son Excellence

Monsieur R.B. KNIGHT,  
Ambassadeur des Etats-Unis d'Amérique  
*à Bruxelles.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
AND FOREIGN COMMERCE

The Minister of Foreign Affairs

BRUSSELS, May 20, 1968

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 241 of May 2, 1968 regarding a revision for the fiscal year 1967-1968 of Annex B to the Mutual Defense Agreement between Belgium and the United States of America.

I wish to signify to Your Excellency the agreement of the Belgian Government to the following text:

[For the English language text see *ante*, p. 5177.]

I also signify my agreement to consider that Your Excellency's note dated May 2, 1968 and this reply constitute an agreement between the two Governments on this subject, which shall enter into force today.

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

PIERRE HARMEL

P. Harmel

His Excellency

R. B. KNIGHT,  
*Ambassador of the*  
*United States of America*  
*at Brussels.*

## ISRAEL

### Weather Stations: Cooperative Meteorological Program at Bet Dagan

*Agreement effected by exchange of notes*

*Signed at Tel Aviv and Jerusalem April 29 and May 22, 1968;*

*Entered into force May 22, 1968;*

*Effective January 1, 1968.*

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

No. 70

TEL AVIV, April 29, 1968

**EXCELLENCY,**

I have the honor to inform Your Excellency that my Government has noted with interest and appreciation the steps which have been taken by the Government of Israel, as part of its continuing program for the expansion and development of meteorological services in Israel, to establish a rawinsonde observation station in its territory.

In addition to its national value, this extension of the meteorological network in Israel represents a significant contribution to that further development of the global upper air observational network which is a major objective of the World Weather Watch program of the World Meteorological Organization.

As part of this World Weather Watch program, the Government of the United States of America is responsible for the operation, near Washington, D. C., of one of the three World Meteorological Centers provided in the program, to collect global data and disseminate resultant processed products for the use of all countries. My Government, therefore, has a special interest in network improvements in the Northern Hemisphere, such as that recently effected by Your Excellency's Government, and is desirous of assisting insofar as practicable, through appropriate bilateral agreements for meteorological cooperation, in the establishment of arrangements which will tend to ensure uninterrupted operation of new facilities and global or hemispherical standardization and coordination in such operation.

If the Government of Israel considers that some measure of technical support from my Government would be helpful in achieving these objectives in respect of its rawinsonde station at Bet Dagan, I have the

honor to propose the establishment of a program for cooperation between our two Governments on the following terms:

1. Purpose. The purpose of the program shall be the facilitation of the operation and maintenance of a rawinsonde observation station at Bet Dagan, Israel, and the international dissemination of reports of the observations from this station, through cooperation between the designated cooperating agencies of the two Governments.
2. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the United States of America, the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of Israel, the Israel Meteorological Service, Ministry of Transport and Communications, hereinafter referred to as the Israel Cooperating Agency.
3. Title to Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this agreement shall be vested in the Israel Cooperating Agency. Title to any item of equipment or other item of personal property shall remain vested, unless otherwise agreed between the two Cooperating Agencies in a specific case, in the Cooperating Agency which supplied, or provided funds for the supply of, the item.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Israel Cooperating Agency shall be paid by the Government of Israel.
5. Exemption from Duties and Taxes. All supplies and equipment, including motor vehicles, furnished by the United States Cooperating Agency and imported into Israel for use in the cooperative program shall be admitted free of taxes, customs and import duties and other charges.
6. Protection of Radio Frequencies. The radio operating frequencies 401–406 MHz and 1660–1700 MHz shall be protected in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations<sup>[1]</sup> annexed to the International Telecommunication Convention.<sup>[2]</sup>
7. Appropriation of Funds. To the extent that the carrying out of any provisions of this agreement will depend on funds appropriated by the Congress of the United States of America, it shall be subject to the availability of such funds.

<sup>[1]</sup> TIAS 4893, 5608, 6332; 12 UST 2377; 15 UST 887; 18 UST 2091.

<sup>[2]</sup> International Telecommunication Convention, *Montreux*, 1965; TIAS 6267; 18 UST 575.

8. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the agreement, shall be agreed by the two Co-operating Agencies and may be amended at any time by further agreement between them.

9. Term. This agreement shall enter into force with retroactive effect as from January 1, 1968, and shall remain in force until terminated by mutual agreement or until sixty days after either Government has given notice in writing to the other Government of its intention to terminate the Agreement.

If the above proposal meets with the approval of the Government of Israel, I have the honor to propose that this note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments concerning this matter.

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

WALWORTH BARBOUR

His Excellency

ABBA EBAN

*Minister of Foreign Affairs  
Jerusalem*

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

MINISTER FOR FOREIGN AFFAIRS

שְׂרֵפָה

JERUSALEM, 22 May 1968

EXCELLENCY,

I have the honor to acknowledge the receipt of your Note No. 70 of 29 April, which reads as follows:

"I have the honor to inform Your Excellency that my Government has noted with interest and appreciation the steps which have been taken by the Government of Israel, as part of its continuing program for the expansion and development of meteorological services in Israel, to establish a rawinsonde observation station in its territory.

In addition to its national value, this extension of the meteorological network in Israel represents a significant contribution to that further development of the global upper air observational network which is a major objective of the World Weather Watch program of the World Meteorological Organization.

As part of this World Weather Watch program, the Government of the United States of America is responsible for the operation, near

Washington, D.C., of one of the three World Meteorological Centers provided in the program, to collect global data and disseminate resultant processed products for the use of all countries. My Government, therefore, has a special interest in network improvements in the Northern Hemisphere, such as that recently effected by Your Excellency's Government, and is desirous of assisting insofar as practicable, through appropriate bilateral agreements for meteorological cooperation, in the establishment of arrangements which will tend to ensure uninterrupted operation of new facilities and global or hemispherical standardization and coordination in such operation.

If the Government of Israel considers that some measure of technical support from my Government would be helpful in achieving these objectives in respect of its rawinsonde station at Bet Dagan, I have the honor to propose the establishment of a program for cooperation between our two Governments on the following terms:

1. Purpose. The purpose of the program shall be the facilitation of the operation and maintenance of a rawinsonde observation station at Bet Dagan, Israel, and the international dissemination of reports of the observations from this station, through cooperation between the designated cooperating agencies of the two Governments.
2. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the United States of America, the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of Israel, the Israel Meteorological Service, Ministry of Transport and Communications, hereinafter referred to as the Israel Cooperating Agency.
3. Title to Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this agreement shall be vested in the Israel Cooperating Agency. Title to any item of equipment or other item of personal property shall remain vested, unless otherwise agreed between the two Cooperating Agencies in a specific case, in the Cooperating Agency which supplied, or provided funds for the supply of, the item.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Israel Cooperating Agency shall be paid by the Government of Israel.
5. Exemption from Duties and Taxes. All supplies and equipment, including motor vehicles, furnished by the United States Cooperating Agency and imported into Israel for use in the co-operative program shall be admitted free of taxes, customs and import duties, and other charges.

TIAS 6510

6. Protection of Radio Frequencies. The radio operating frequencies 401–406 MHz and 1660–1700 MHz shall be protected in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention.

7. Appropriation of Funds. To the extent that the carrying out of any provisions of this agreement will depend on funds appropriated by the Congress of the United States of America, it shall be subject to the availability of such funds.

8. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the agreement, shall be agreed by the two Co-operating Agencies and may be amended at any time by further agreement between them.

9. Term. This agreement shall enter into force with retroactive effect as from January 1, 1968, and shall remain in force until terminated by mutual agreement or until sixty days after either Government has given notice in writing to the other Government of its intention to terminate the Agreement.

If the above proposal meets with the approval of the Government of Israel, I have the honor to propose that this note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments concerning this matter."

I have the honor, in reply, to state that the foregoing proposals are acceptable to the Government of Israel and that your Note and the present reply shall constitute an agreement between the two Governments.

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

ABBA EBAN

His Excellency

WALWORTH BARBOUR,

*Ambassador of the United States of America  
in Israel.*

## REPUBLIC OF CHINA

### Loan of Vessel: U.S.S. *Yarnall*

*Agreement effected by exchange of notes  
Signed at Taipei June 18, 1968;  
Entered into force June 18, 1968.*

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

No. 35

TAIPEI, June 18, 1968

**EXCELLENCY:**

I have the honor to refer to the request of the Government of the Republic of China for the loan of a naval vessel and to propose that the destroyer listed in the Annex hereto be loaned by the Government of the United States of America to the Government of the Republic of China subject to the provisions of the Agreement between our two Governments effected by the exchange of notes signed at Taipei dated February 7, 1959, as extended by the Agreement effected by the exchange of notes dated February 28, 1965.<sup>[1]</sup>

The loan of this destroyer shall be for a period of five years from the date of its delivery.

This agreement may be terminated at any time by either Government. Upon such termination, the Government of the Republic of China will promptly return the destroyer to United States custody.

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

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<sup>[1]</sup> TIAS 4180, 5771; 10 UST 177; 16 UST 126.

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

WALTER P. McCONAUGHEY

Attachment:  
Annex

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

A N N E X to Embassy Note No. 35 of June 18, 1968  
ex. U.S.S. YARNALL (DD 541)

前美國軍艦 雅奈爾（驅逐艦第五四一號）

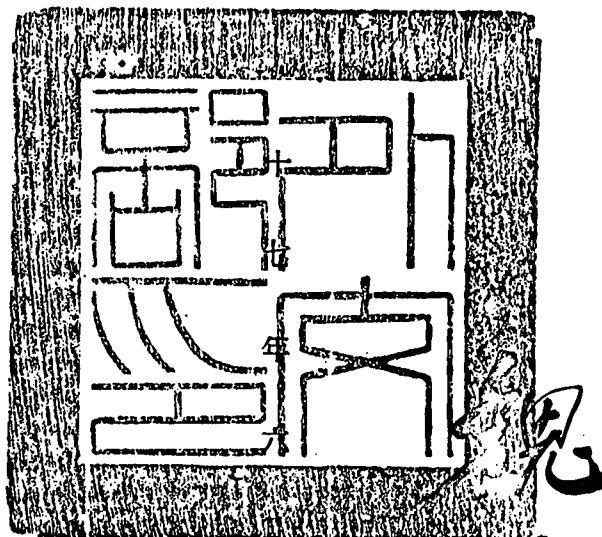
外交部照會附件

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本部長茲代表中華民國政府接受上開各項了解，並證實

貴大使來照與本部長之復照即構成

貴我兩國政府間之一項協定，自本日起生效。

本部長順向

貴大使重表最崇高之敬意。

此致

美利堅合衆國駐中華民國大使馬康衛閣下。

貴國。

該驅逐艦之借貸，應自該艦移交之日起爲期五年。

本協定得由任一政府隨時予以終止。一俟終止，中華民國政府即行

將該驅逐艦歸還美國管理。

本大使茲建議，上開了解，如荷

貴國政府接受，則本照會與

閣下表示同意之復照，即構成兩國政府之一項協議，並自

閣下復照之日起生效。」等由。

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

外<sup>(57)</sup>北美一  
11695

照會

逕復者：接准

費大使本年六月十八日第卅五號照會內開：

『關於

費國政府洽請借貸海軍船隻事，本大使茲建議依照

費我兩國政府於中華民國四十八年二月七日在台北換文成立並經於

中華民國五十四年二月二十三日換文展期之協定內之各項規定，將

本附件所列之驅逐艦貸予

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

WAI(57)PEI-MEI(1)11695

JUNE 18, 1968

**EXCELLENCY:**

I have the honor to acknowledge receipt of Your Excellency's Note No. 35 dated June 18, 1968, which reads as follows:

[For the English language text, see p. 5185.]

In reply, I have the honor to accept, on behalf of the Government of the Republic of China, the foregoing understandings and to confirm that aforesaid note and this reply shall constitute an Agreement between our two Governments, effective from today's date.

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

WEI TAO-MING

**Attachment:**

Annex

His Excellency

WALTER P. MC CONAUGHEY,  
*Ambassador of the United States of America,*  
*Taipei.*

**A N N E X**

ex U.S.S. YARNALL (DD-541)

## SOUTH AFRICA

### Air Transport Services

*Agreement amending the agreement of May 23, 1947, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington June 28, 1968;*

*Entered into force June 28, 1968.*

*The Secretary of State to the Ambassador of South Africa*

DEPARTMENT OF STATE  
WASHINGTON  
June 28, 1968

#### EXCELLENCY:

I have the honor to refer to the consultations which took place in Washington in December 1967 in accordance with the United States - South Africa Air Transport Agreement signed on May 23, 1947, as amended, [<sup>1</sup>] and to propose, on behalf of my Government, that this agreement be further amended as follows:

1. Substitute for the words "Union" and "Unie", wherever they appear in the English and Afrikaans texts of the agreement, the words "Republic" and "Republiek".
2. Delete Section VII of the Annex to the agreement.
3. Delete Schedule I and Schedule II of the Annex to the agreement and substitute therefor Schedule I and Schedule II as attached to this note, in both the English and Afrikaans languages.

If these proposals are acceptable to the Government of the Republic of South Africa, I have the honor to propose that this note and your reply thereto constitute an agreement between our two Governments, further amending the Air Transport Agreement, which will enter into force on the date of your reply.

I should also appreciate receiving confirmation, as agreed during the consultations, that the Government of the Republic of South Africa will consider at a later stage the grant to the Government of the United States of America of traffic rights at Capetown and traffic rights to points beyond South Africa.

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<sup>1</sup> TIAS 1639, 2870; 61 Stat. (3) 3057; 4 UST 2205.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

H. L. T. TASWELL,

*Ambassador of the*

*Republic of South Africa.*

Enclosure: Schedules I and II of Annex.

#### SCHEDULE I

Airlines of the Republic of South Africa authorized under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York on the following routes in both directions. On each of the routes described below, the airline or airlines designated to operate such route may serve the points on such route in any order on any flight and may operate non-stop flights between any of the points on such route, omitting stops at one or more of the other points on such route.

1. South Africa via points in Africa south of the equator, the Cape Verde Islands, the Canary Islands, Spain\*, and Portugal\* to New York.
2. South Africa via points in Africa south of the equator and South America to New York.

#### SCHEDULE II

Airlines of the United States of America authorized under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the Republic of South Africa, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Johannesburg on the following routes in both directions. On each of the routes described below, the airline or airlines designated to operate such route may serve the points on such route in any order on any flight and may operate non-stop flights between any of the points on such route, omitting stops at one or more of the other points on such route.

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\*Without traffic rights between points in these countries and New York.

1. United States via points in the Azores, the Canary Islands, the Cape Verde Islands, Portugal\*\*, Spain\*\*, Germany\*\*, Italy\*\*, Greece\*\*, and Africa to Johannesburg.
2. United States via points in the Caribbean, South America, and Africa to Johannesburg.

#### **BYLAE I.**

Aan lugeksplotante van die Republiek van Suid-Afrika wat ingevolge die onderhawige ooreenkoms aangewys is, word die reg verleen om die gebied van die Verenigde State van Amerika oor te vlieg en vir nie-verkeersdieleindes daarin te land, asook die reg om internasionale verkeer bestaande uit passasiers, vrag en posstukke by New York oor die volgende roetes in beide rigtings op en af te laai; oor elk van die ondervermelde roetes kan die lukeksplotant of eksplotante wat aangewys is om so'n roete te eksploteer, die punte op sodanige roete in enige volgorde op enige vlug bedien en ononderbroke vlugte tussen enige plekke langs daardie roete onderneem en een of meer van die ander aandoenplekke langs daardie roete verbysteek:—

1. Suid-Afrika oor punte in Afrika suid van die ewenaar, die Kaap-Verdiiese Eilande, die Kanarie-eilande, Spanje\* en Portugal\* na New York.
2. Suid-Afrika oor punte in Afrika suid van die ewenaar en Suid-Amerika na New York.

#### **BYLAE II.**

Aan lukeksplotante van die Verenigde State van Amerika wat ingevolge die onderhawige ooreenkoms aangewys is, word die reg verleen om die gebied van die Republiek van Suid-Afrika oor te vlieg en vir nie-verkeersdieleindes daarin te land, asook die reg om internasionale verkeer bestaande uit passasiers, vrag en posstukke by Johannesburg oor die volgende roetes in beide rigtings op en af te laai; oor elk van die ondervermelde roetes kan die lukeksplotant of eksplotante wat aangewys is om so'n roete te eksploteer, die punte op sodanige roete in enige volgorde op enige vlug bedien en ononderbroke vlugte tussen enige plekke langs daardie roete onderneem en een of meer van die ander aandoenplekke langs daardie roete verbysteek:—

---

\*\*Without traffic rights between more than one point among these countries and Johannesburg on the same flight.

\*Sonder verkeersregte tussen stilhouplekke in hierdie lande en New York.

1. Verenigde State oor punte in die Azores, die Kanariese Eilande, die Kaap-Verdiese Eilande, Portugal\*\*, Spanje\*\*, Duitsland\*\*, Italie\*\*, Griekeland\*\* en Afrika na Johannesburg.
  2. Verenigde State oor punte in die Karibiese Eilande, Suid-Amerika en Afrika na Johannesburg.
- 

*The Ambassador of South Africa to the Secretary of State*

EMBASSY OF SOUTH AFRICA  
AMBASSADE VAN SUID-AFRIKA  
WASHINGTON, D.C. 20008  
*June 28, 1968*

**EXCELLENCY,**

I have the honour to acknowledge receipt of Your Excellency's note, with enclosure, of June 28, 1968, referring to the consultations which took place in Washington in December, 1967, in accordance with the United States-South Africa Air Transport Agreement signed on May 23, 1947, as amended, and proposing that this agreement be further amended.

I have the honour to inform Your Excellency that the Government of the Republic of South Africa accepts the proposals contained in Your Excellency's note which, with this reply, constitutes an agreement between our two Governments, further amending the Air Transport Agreement, which enters into force on this date.

I also have the honour to inform Your Excellency that the Government of the Republic of South Africa will consider at a later stage the grant to the Government of the United States of America of traffic rights at Capetown and traffic rights to points beyond South Africa.

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

H L TASWELL  
H.L.T. Taswell,  
*Ambassador.*

His Excellency

**DEAN RUSK,**

*Secretary of State,  
Washington.*

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\*\*Sonder verkeersregte tussen meer as een punt tussen hierdie lande en Johannesburg op dieselfde vlug.

# UNITED ARAB REPUBLIC

## Trade in Cotton Textiles

*Agreement effected by exchange of notes between the Secretary of State and the Ambassador of India (representing the United Arab Republic interests)*

*Signed at Washington June 27, 1968;*

*Entered into force June 27, 1968.*

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*The Secretary of State to the Ambassador of India*

DEPARTMENT OF STATE

WASHINGTON

JUNE 27, 1968

**EXCELLENCY:**

I have the honor to request that Your Excellency, in your capacity as representative of the interests of the Government of the United Arab Republic, convey the following information to that Government:

“The Secretary of State refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes on December 4, 1963,[<sup>1</sup>] hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by an exchange of notes between the Secretary of State and the Ambassador of India, representing the interest of the United Arab Republic,[<sup>2</sup>] which provides for the continued regulation of the trade in cotton textiles through June 30, 1968.

“The Government of the United States proposes that for the period from July 1, 1968, through December 31, 1968, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarters of the last agreement year under the 1963 Agreement.

“If this proposal is acceptable to the Government of the United Arab Republic, the note of June 27, 1968 from the Secretary of State of the United States to the Ambassador of India and the Ambassador’s reply stating that the Government of the United

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<sup>1</sup> TIAS 5500; 14 UST 1889.

<sup>2</sup> Exchange of notes of March 28, 1968; entered into force March 28, 1968. TIAS 6470; *ante*, p. 4728.

Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this Agreement."

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

NAWAB ALI YAVAR JUNG  
*Ambassador of India*

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*The Ambassador of India to the Secretary of State*

EMBASSY OF INDIA

JUNE 27, 1968

EXCELLENCY,

I have the honour to refer to your note of June 27, 1968 in which you request that in my capacity as representative of the interests of the Government of the United Arab Republic, I convey the following information to that Government:

"The Secretary of State refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes on December 4, 1963, hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by an exchange of notes between the Secretary of State and the Ambassador of India, representing the interest of the United Arab Republic, which provides for the continued regulation of the trade in cotton textiles through June 30, 1968.

"The Government of the United States proposes that for the period from July 1, 1968, through December 31, 1968, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarters of the last agreement year under the 1963 Agreement.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of June 27, 1968 from the Secretary of

State of the United States to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this Agreement."

At the request of the Government of the United Arab Republic, I have the honour to inform you that the foregoing proposal is acceptable to that Government. Accordingly, your note of June 27, 1968 and this reply constitute an agreement between the Government of the United States of America and the Government of the United Arab Republic.

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

ALI YAVAR JUNG

Ali Yavar Jung  
*Ambassador of India*

The Honourable  
DEAN RUSK

*The Secretary of State  
Washington, D.C.*

TIAS 6513

## SPAIN

### Desalting: Gift of Facilities for Fresh Water Supply at Palomares and Villaricos (Almeria) and Other Communities

*Agreement effected by exchange of notes  
Signed at Madrid June 25, 1968;  
Entered into force June 25, 1968.*

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

No. 1073

MADRID, June 25, 1968.

#### EXCELLENCY:

I have the honor, on behalf of the people and the Government of the United States of America, to offer to the people and the Government of Spain a gift of facilities for producing potable water to supply the needs of the people of the towns of Palomares and Villaricos (Almeria).

This gift is offered as a mark of appreciation and admiration of the spirit of helpfulness and compassion displayed by the people in and near Palomares on the occasion of the tragic aviation accident in which seven United States Airmen lost their lives in the line of duty on January 17, 1966. My Government wishes in particular to express deep gratitude for the selfless efforts made by residents of this area to rescue survivors of the accident on land and sea.

It is understood that the Spanish Government wishes at the same time to finance the construction of additional capacity in the proposed water desalting plant and appropriate conduction and distribution systems to supply fresh water to other nearby communities in addition to those of Palomares and Villaricos.

To accomplish these purposes, my Government proposes to your Excellency's Government the following arrangements:

1. The United States Government gift will total \$150,000 U.S. currency of which \$105,000 will be considered as providing for the U.S. share of the desalting plant and \$45,000 will be considered as providing for the conduction and distribution facilities for Palomares and Villaricos. The Spanish Government will provide funds which will be considered to cover its share of the desalting plant, the cost of

Spanish labor, materials, and services for the work referred to in Paragraph 3 B below, and the remaining costs of the conduction and distribution systems which will supply, in addition to Palomares and Villaricos, other communities, possibly Vera, Garrucha and Mojacar.

2. To avoid unnecessary transfer of funds, actual payments will be made as follows: the entire United States Government gift of \$150,000 U.S. currency will be applied toward the desalting plant contract mentioned in Paragraph 3; the Spanish Government will completely finance the conduction and distribution system mentioned in Paragraph 4; and the Spanish Government will transfer funds to the United States Government by means of a letter of credit, or other mutually agreeable means, in the amount of the difference between the total amount of the desalting plant contract and the United States Government gift of \$150,000 prior to the signing of that contract. This transfer of funds will be in U.S. dollars except as provided in Paragraph 3 B below. By this arrangement of payments, the Government of Spain pays for the construction of the storage, conduction and distribution facilities for Palomares and Villaricos considered to cost \$45,000 and the United States Government increases its payment toward the desalting plant contract by \$45,000 to a total of \$150,000.

3. The United States Government will contract with a United States firm to manufacture and install a U.S.-made desalting plant after consultation with Spanish Government officials regarding the terms of the contract. The contractor, who should have a proven record of successful experience in the manufacture and installation of desalting plants of appropriate nature, will be responsible for:

A. The installation at an agreed site in the township of Palomares of a vapor compression type desalting facility which will reliably produce at least 70,000 U.S. gallons of desalted water per day.

B. The installation of the foundations and appropriate shelter for the desalting plant and associated equipment and the sea-water intake and outfall facilities. Costs of Spanish labor, material and services used by the contractor in this element of the construction will be paid in pesetas from the Government of Spain's contribution to the project.

C. Connection of the plant to the product water pipe and electric power service line at the site which will be provided by the Spanish Government. The product water from the plant will be at an agreed pressure, sufficient to fill the nearby storage facility provided by the Spanish Government.

D. The initial operation of the plant for thirty days, excluding any prior test period, during which time the contractor will also provide for the appropriate training in operation and maintenance of the plant to individuals selected by the Spanish Government as operation and maintenance personnel for the plant.

At the end of the initial operation period, and after the agency of the United States Government responsible for the procurement of the plant is satisfied that the terms of the contract have been fulfilled, full title to and responsibility for the plant would be transferred to the agency designated by the Spanish Government.

E. The United States Government will undertake to provide to the agency of the Government of Spain to which title and responsibility for the finished plant will be transferred, reasonable opportunity to consult with the responsible United States Government agency and the contractor during design and construction.

4. The Spanish Government will arrange for the design and construction of the entire potable water conduction and distribution system including adequate storage capacity from the desalting plant to the communities of Palomares, Villaricos and other communities, possibly Vera, Garrucha and Mojacar. The system will include at least one distribution point conveniently placed in each community. Because of its interest in the distribution of water to Palomares and Villaricos, the United States Government will be provided an opportunity to examine the design of the conduction and distribution system prior to its construction.

5. The Spanish Government will take the necessary measures to provide, without cost to the United States Government, the land, rights of way, and other property rights needed for installation and operation of the desalting plant, the conduction and distribution system and storage facilities. The Spanish Government will grant full exemption from all Spanish taxes and duties upon the importation and installation of equipment and materials for the plant and the desalting plant contractor personnel and their personal effects while working on the contract.

6. The Spanish Government will be responsible or will delegate responsibility to a designated agency, public or private, for receipt, operation and maintenance of the plant and water supply system at no further cost to the United States Government. The Spanish Government will give assurances that, in the continuing operation of the water desalting plant and the distribution facilities, the people of the communities of Palomares and Villaricos will receive fresh water in quantities which will at least satisfy the requirements for fresh water for domestic use in those communities, and should additional quantities of fresh water be available, that the people of the communities of Palomares and Villaricos will have available to them amounts of water, on a per capita basis, not less than the amounts on a per capita basis available to any of the other communities served by the desalting plant.

7. The Spanish Government and the United States Government, in publicly describing the jointly financed desalting and water supply system, will describe the participation of the United States Government as having the special purpose of providing potable water to the

people of the communities of Palomares and Villaricos for the reasons set forth in the first two paragraphs of this note.

8. Further communications covering the technical details of this joint project will be between the designated agencies of the two Governments.

If the foregoing proposals meet with your approval, I have the honor to propose that this Note and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

WILLIAM W. WALKER

*Chargé d'Affaires, ad interim*

His Excellency

FERNANDO MARIA CASTIELLA Y MAIZ,  
Minister of Foreign Affairs,  
Madrid.

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

MADRID, 25 de junio de 1968

EXCELENTE SÉÑOR:

Tengo a honra acusar recibo a V.E. de la Nota del 25 de los corrientes, cuyo texto, traducido al español, dice lo siguiente:

"En nombre del pueblo y de Gobierno de los Estados Unidos de América, tengo la honra de ofrecer al pueblo y al Gobierno de España la donación de instalaciones para la obtención de agua potable que provea a las necesidades de la población de las localidades de Palomares y Villaricos (Almería).

Esta donación es ofrecida como prueba de aprecio y admiración por el espíritu de cooperación y sentimiento humanitario mostrado por la población de Palomares y sus alrededores con ocasión del trágico accidente aéreo en que perdieron la vida siete aviadores norteamericanos en acto de servicio el 17 de Enero de 1966. Mi Gobierno desea especialmente expresar su profunda gratitud por los desinteresados esfuerzos realizados por los residentes en este área para el rescate y salvamento en tierra y mar de los supervivientes del accidente.

Queda entendido que el Gobierno español desea al propio tiempo financiar la construcción de servicios que concedan una capacidad adicional a la planta desalinizadora de agua propuesta, y de sistemas adecuados de conducción y distribución para proporcionar agua potable a otras comunidades cercanas, además de a las de Palomares y Villaricos.

Para la realización de estos objetivos, mi Gobierno propone al Gobierno de V.E. las siguientes estipulaciones:

1. La donación hecha por el Gobierno de los Estados Unidos ascienderá a un total de 150.000 dólares, de los cuales 105.000 dólares supondrán la participación norteamericana en la planta desalinizadora, y 45.000 dólares representarán su aportación a las instalaciones para la conducción y distribución de agua a Palomares y Villaricos. El Gobierno español aportará los fondos necesarios para cubrir su contribución a los gastos de construcción de la planta desalinizadora, el coste de la mano de obra, materiales y servicios españoles para la obra mencionada en el párrafo "B" del Apartado 3 transcrita posteriormente, y los gastos restantes para la construcción de los sistemas de conducción y distribución que suministrarán, además de a Palomares y a Villaricos, a otras comunidades, posiblemente Vera, Garrucha y Mojácar.

2. Para evitar transferencias innecesarias de fondos, la forma de pago quedará establecida como sigue: la totalidad de la donación del Gobierno de los Estados Unidos de 150.000 dólares será aplicada al pago del contrato relativo a la planta desalinizadora que se menciona en el Apartado 3; el Gobierno español financiará totalmente los sistemas de conducción y distribución de agua mencionados en el Apartado 4; y el Gobierno español transferirá al de los Estados Unidos, por medio de una carta de crédito, o cualquier otro medio conveniente para ambas partes, el importe de la diferencia entre el valor total establecido por el contrato relativo a la planta desalinizadora y la donación del Gobierno de Estados Unidos de 150.000 dólares, antes de la firma de dicho contrato. Esta transferencia de fondos se realizará en dólares de los Estados Unidos, excepto en lo que se dispone más adelante en el párrafo "B" del Apartado 3. Mediante este acuerdo de pago, el Gobierno de España paga la construcción de las instalaciones de depósitos, conducción y distribución de agua para Palomares y Villaricos cuyo costo se calcula en 45.000 dólares y el Gobierno de los Estados Unidos aumenta su aportación al importe del contrato de la planta desalinizadora de 45.000 dólares a un total de 150.000 dólares.

3. El Gobierno de los Estados Unidos contratará con una empresa norteamericana la construcción e instalación de una planta desalinizadora fabricada en los Estados Unidos, después de establecer consultas con funcionarios del Gobierno español respecto de las condiciones del contrato. La empresa contratista, que deberá tener un acreditado prestigio en experiencias satisfactorias en la construcción e instalación de plantas desalinizadoras de tipo apropiado, será responsable de:

A. La instalación en un lugar convenido de la localidad de Palomares de una planta desalinizadora de tipo de compresión de vapor susceptible de producir al día por lo menos 70.000 galones norteamericanos de agua desalinizada.

B. La construcción de la cimentación y de las edificaciones de protección adecuadas para la planta desalinizadora y su equipo auxiliar, así como de las instalaciones para la toma de agua de mar y evacuación de residuos. El coste de la mano de obra, materiales y servicios españoles empleados por el contratista en esta parte de la construcción será abonado en pesetas como parte de la contribución del Gobierno español al proyecto.

C. La conexión de la planta a la tubería de conducción del agua obtenida y a la red de energía eléctrica, en el lugar que será proporcionado por el Gobierno español. El agua obtenida por la planta tendrá la presión que se convenga, suficiente para llenar las cercanas instalaciones de almacenamiento proporcionadas por el Gobierno español.

D. El funcionamiento inicial de la planta durante treinta días, independientemente de cualquier previo período de pruebas, durante el cual la empresa contratista proporcionará también el adiestramiento adecuado para el funcionamiento y mantenimiento de la planta a las personas designadas por el Gobierno español como personal de funcionamiento y mantenimiento de la planta.

Al final del período de funcionamiento inicial, y una vez que la Agencia del Gobierno de los Estados Unidos responsable de la adjudicación del contrato de la planta haya quedado satisfecha respecto del cumplimiento de las condiciones del contrato, la plena titularidad y responsabilidad de la planta serán transferidas al Organismo designado por el Gobierno español.

E. El Gobierno de los Estados Unidos se compromete a facilitar al Organismo designado por el Gobierno español al que se vaya a transferir, una vez terminada, la titularidad y responsabilidad de la planta, una razonable oportunidad de examinar junto con la Agencia norteamericana responsable y con el contratista tanto el proyecto como la construcción de la planta.

4. El Gobierno español se encargará del proyecto y de la construcción del sistema total de conducción y distribución de agua potable incluido su adecuado depósito de almacenamiento, desde la planta desalinizadora a las localidades de Palomares y Villaricos, y a otras localidades, posiblemente Vera, Garrucha y Mojácar. Dicho sistema contará por lo menos con un punto de distribución convenientemente situado en cada una de estas comunidades. Dado el interés del Gobierno de los Estados Unidos por la distribución de agua a Palomares y Villaricos, se le dará la oportunidad de examinar el proyecto del sistema de conducción y distribución con anterioridad a su construcción.

5. El Gobierno español adoptará las medidas necesarias para proporcionar, sin costo para el Gobierno de los Estados Unidos, el terreno, derechos de paso, y demás derechos que se necesiten para la instalación y funcionamiento de la planta desalinizadora, los sistemas de conducción y distribución y las instalaciones de almacenamiento.

El Gobierno español concederá la total exención de todos los impuestos y derechos españoles que graven la importación e instalación de equipo y materiales para la planta desalinizadora, así como al personal de la empresa contratista de la planta desalinizadora y sus efectos personales mientras presten sus servicios en la ejecución del contrato.

6. El Gobierno español, directamente o a través del Organismo público o privado que designe, asumirá la responsabilidad de la recepción, funcionamiento y mantenimiento de la planta y del sistema de suministro de agua sin nuevos gastos para el Gobierno de los Estados Unidos. El Gobierno español dará seguridades de que, durante el funcionamiento posterior de la planta desalinizadora de agua y de las instalaciones para su distribución, la población de las localidades de Palomares y Villaricos, recibirá agua potable en cantidad que por lo menos cubra las necesidades domésticas en dichas localidades, y de que, en el caso de que hubiera disponibles cantidades adicionales de agua potable, la población de las localidades de Palomares y Villaricos tendrá a su disposición cantidades "per capita" de agua no inferiores a aquellas de las que pudiera disponer cualquiera de las demás localidades servidas por la planta desalinizadora.

7. El Gobierno español y el Gobierno de los Estados Unidos, al hacer público el plan de financiación conjunta de instalaciones de desalinización y suministro de agua, indicarán que la participación del Gobierno de los Estados Unidos tiene la finalidad expresa de proporcionar agua potable a la población de las localidades de Palomares y Villaricos por las razones enunciadas en los dos primeros Apartados de esta Nota.

8. Las comunicaciones posteriores que se refieran a los detalles técnicos de este proyecto conjunto se realizarán a través de los Organismos designados por ambos Gobiernos.

Si las propuestas anteriores merecen la aprobación de V.E., tengo la honra de proponer que esta Nota y la respuesta de V.E. al efecto constituyan un acuerdo entre nuestros dos Gobiernos que entre en vigor en la fecha de su respuesta."

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, le ruego, Señor Encargado de Negocios, acepte las seguridades de mi alta consideración.

FERNANDO CASTIELLA

Excmo. Señor WILLIAM W. WALKER  
*Encargado de Negocios a. i.*  
*de los Estados Unidos de América*  
*Madrid*

*Translation*

SIR:

I have the honor to acknowledge receipt of your note dated the 25th of this month, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see p. 5200.]

In communicating to you the Spanish Government's agreement to the foregoing, I beg you, Sir, to accept the assurances of my high consideration.

FERNANDO CASTIELLA

Mr. WILLIAM W. WALKER,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*Madrid.*

**FIJI**  
**Peace Corps**

*Agreement effected by exchange of notes*  
*Signed at Suva June 25, 1968;*  
*Entered into force June 25, 1968.*

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*The American Consul to the Governor of Fiji*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 1

SUVA, June 25, 1968

**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 Fiji.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Fiji and approved by the Government of the United States to perform mutually agreed tasks in Fiji. The Volunteers will work under the immediate supervision of governmental or private organizations in Fiji 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 Fiji 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 Fiji; 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 Fiji will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Fiji, from all customs duties or other charges on their personal property introduced into Fiji for their own use at or about the time of their arrival, and from all other taxes or other

charges (including immigration fees) except license fees and taxes 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 should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Fiji will exempt from all taxes, customs duties and other charges all equipment and supplies (a) introduced into Fiji by or on behalf of the Government of the United States, or any contractor financed by it, for use hereunder; or (b) acquired in Fiji by or on behalf of the Government of the United States, or by or on behalf of any contractor financed by it, for use hereunder, under terms negotiated from time to time between the Government of Fiji and the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Fiji will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Fiji. The Government of Fiji will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Fiji 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 Fiji will accord the Peace Corps representative and his staff and personnel of United States private organizations acting on behalf of the Peace Corps and financed by the Government of the United States the same treatment with respect to the payments of customs duties or other charges on personal property introduced into Fiji for their own use as is accorded Volunteers hereunder, together with such other privileges that may be negotiated from time to time between the Government of Fiji and the Government of the United States.

5. 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 Fiji as appear necessary or desirable for the purpose of implementing this agreement. The undertaking of each Government herein is 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 ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

LOUIS J. LINK

His Excellency

Sir DEREK JAKEWAY, K.C.M.G., O.B.E.,  
*Governor of Fiji,*  
*Suva.*

*The Governor of Fiji to the American Consul*

GOVERNMENT HOUSE,  
SUVA, FIJI

25th JUNE, 1968

SIR,

I have the honour to acknowledge the receipt of your formal note dated 25th June, 1968, setting out the proposed understandings between your Government and the Government of Fiji 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 the Government of Fiji would live and work for periods of time in Fiji.

These understandings are acceptable to the Government of Fiji and it is agreed that this note and your formal note referred to above will be regarded as constituting an agreement between the Government of the United States of America and the Government of Fiji, acting with the authority and consent of Her Majesty's Government in the United Kingdom, such agreement to enter into force on the date of this note and to remain in force until ninety days after the written notification from either Government to the other of intention to terminate it.

Accept, Sir, the renewed assurance of my highest consideration.  
I have the honour to be, Sir, Your obedient servant,

F. D. JAKEWAY

*Governor  
Fiji*

Mr LOUIS J. LINK,  
*American Consul,*  
*Consulate of the United States of America,*  
*Suva, Fiji.*

## GRENADA

### Investment Guaranties

*Agreement signed at Saint Georges June 27, 1968;  
Entered into force June 27, 1968.*

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#### INVESTMENT GUARANTY AGREEMENT

The Government of the United States of America (the "Guaranteeing Government") and the Government of Grenada (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of Grenada's economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government,

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Grenada.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing

Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guarantees shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the ques-

tion of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be party to the Agreement. In such event, the provisions of the Agreement with respect to guarantees issued while the Agreement was in force shall remain in force for the duration of those guarantees, in no case longer than twenty years after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of signature.

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

DONE at Saint Georges, Grenada, in duplicate, this 27th day of June 1968.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FREDRIC R. MANN

*United States Special  
Representative to Grenada*

FOR THE GOVERNMENT OF  
GRENA DA:

E. M. GAIRY

*Premier and Minister of  
External Affairs*

**JAPAN**

**Atomic Energy: Cooperation for Civil Uses**

*Agreement signed at Washington February 26, 1968;  
Entered into force July 10, 1968.*

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

Whereas the Government of the United States of America and the Government of Japan signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy" on June 16, 1958, which was amended by the Protocol signed on October 9, 1958 and the Protocol signed on August 7, 1963; and

Whereas the Parties desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction and operation of power reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Parties are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede 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 on June 16, 1958, as amended;

The Parties agree as follows:

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<sup>1</sup> TIAS 4133, 4172, 5553; 9 UST 1383; 10 UST 70; 15 UST 282.

## ARTICLE I

For the purposes of this Agreement:

A. "United States Commission" means the United States Atomic Energy Commission.

B. "Parties" means the Government of the United States of America, including the United States Commission on behalf of the Government of the United States of America, and the Government of Japan. "Party" means one of the above "Parties".

C. "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

D. "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

E. "Equipment and devices" and "equipment or devices" means any instrument, apparatus, or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

F. "International organization" includes a group of nations associated for a common purpose.

G. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution,

group, government agency, or government corporation but does not include the Parties to this Agreement.

H. "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

I. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

J. "Source material" means (1) uranium, thorium, or any other material which is determined by the United States Commission or the Government of Japan to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the United States Commission or the Government of Japan may determine from time to time.

K. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the United States Commission or the Government of Japan determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

L. "Superseded Agreement" means 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 on June 16, 1958, as amended by the Protocol signed on October 9, 1958 and the Protocol signed on August 7, 1963.

M. "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful use of atomic energy are not used to further any military purpose.

#### ARTICLE II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall assist each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

#### ARTICLE III

Subject to the provisions of Article II, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided

for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

- (1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors and reactor experiments;
- (2) The use of radioactive isotopes and source, special nuclear, and byproduct material in physical and biological research, medicine, agriculture, and industry; and
- (3) Health and safety problems related to the foregoing.

#### ARTICLE IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred between the Parties under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

#### ARTICLE V

The application or use of any information (including design drawings and specifications) and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement or the superseded Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

#### ARTICLE VI

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of materials, other than special nuclear material, equipment and devices and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles IV and VII and subject to the relevant provisions of Article VIII and to the provisions of Article IX.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the provisions of Article II and to such contracting policies generally applicable to private transactions as the Parties may adopt.

#### ARTICLE VII

A. During the period of this Agreement, the United States Commission will supply to the Government of Japan or, pursuant to Article VI, paragraph B, to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, all of Japan's requirements for uranium enriched in the isotope U-235 for use as fuel in the power reactor (including merchant marine propulsion) program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in Article IX, may be amended from time to time by mutual consent of the Parties without modification of this Agreement.

(1) The United States Commission will supply such uranium enriched in the isotope U-235 by providing after December 31, 1968, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Government of Japan or such authorized persons. (Upon timely advice that any natural uranium required with respect to any particular delivery of uranium enriched in the isotope U-235 under such service arrangements is not reasonably available to the Government of Japan or to such authorized persons, the United States Commission will be prepared to furnish the required natural uranium under such terms and conditions as may be agreed.)

(2) Notwithstanding the provisions of paragraph A (1), if the Government of Japan or such authorized persons so request, the United States Commission, at its election, may sell the uranium enriched in the isotope U-235 under such terms and conditions as may be agreed.

B. As may be agreed, the United States Commission will transfer to the Government of Japan or to authorized persons under its jurisdiction uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title of uranium enriched in the isotope U-235, the United

States Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A (1) of this Article.

C. The United States Commission may also transfer to the Government of Japan or to authorized persons under its jurisdiction, under such terms and conditions with respect to each transfer as may be agreed, special nuclear material for the performance in Japan of conversion or fabrication services, or both, and for subsequent return to the United States of America or for subsequent transfer to another nation or international organization in accordance with the provisions of Article X, paragraph A (3). It is understood that, in the event of transfer of title of uranium enriched in the isotope U-235 by the United States Commission, it shall have the option of limiting the arrangements to undertakings such as those described in paragraph A (1) of this Article.

D. As may be agreed, the United States Commission will transfer to the Government of Japan or to authorized persons under its jurisdiction plutonium for use as fuel in reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance.

#### ARTICLE VIII

A. With respect to transfers by the United States Commission of uranium enriched in the isotope U-235 provided for in Article VI, paragraph B and Article VII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be executed on a timely basis between the United States Commission and the Government of Japan or persons authorized by it.

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The United States Commission may agree to supply uranium enriched in the isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the United States Commission may consider reasonable to cover abnormal production costs incurred by the United States Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the United States Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the United States Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article IX not have been executed by

the Government of Japan or persons authorized by it, the United States Commission may request, upon appropriate notice, that the Government of Japan or such persons execute contracts for all or any part of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the United States Commission hereunder, the United States Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The uranium enriched in the isotope U-235 supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than 20% in the isotope U-235 when the United States Commission finds there is a technical or economic justification for such a transfer.

D. It is understood, unless otherwise agreed, that in order to assure the availability of the entire quantity of uranium enriched in the isotope U-235 allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of Japan or persons authorized by it to execute a contract for that quantity in time to allow for the United States Commission

to provide the material for the first fuel loading. It is also understood that if the Government of Japan or persons authorized by it desire to contract for less than the entire quantity of uranium enriched in the isotope U-235 allocated for a particular project or terminate the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U-235 provided for in Article IX shall be reduced accordingly, unless otherwise agreed.

E. Within the limitations contained in Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI, paragraph B or Article VII and under the jurisdiction of the Government of Japan for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

F. When any special nuclear material received from the United States of America requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration may be performed in Japanese facilities upon a joint determination

of the Parties that the provisions of Article XI may be effectively applied, or in such other facilities as may be mutually agreed.

G. Special nuclear material produced, as a result of irradiation processes, in any part of the fuel leased by the United States Commission under this Agreement or the superseded Agreement to the Government of Japan or to authorized persons under its jurisdiction shall be for the account of the Government of Japan or such authorized persons and, after reprocessing as provided in paragraph F of this Article, shall be returned to the Government of Japan or such authorized persons, at which time title to such material shall be transferred to the Government of Japan or such authorized persons.

H. No special nuclear material produced through the use of material transferred to the Government of Japan or to authorized persons under its jurisdiction, pursuant to this Agreement or the superseded Agreement, will be transferred to any other nation or international organization, except as the United States Commission may agree to such a transfer.

I. Some atomic energy materials which the Government of Japan may request the United States Commission to provide in accordance with this Agreement, or which have been provided to the Government of Japan under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of Japan, the

Government of Japan shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the United States Commission may lease pursuant to this Agreement, or may have leased pursuant to the superseded Agreement, to the Government of Japan, the Government of Japan shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear material or fuel elements after delivery by the United States Commission to the Government of Japan or to any person acting on its behalf.

#### ARTICLE IX

A. The adjusted net quantity of U-235 in uranium enriched in the isotope U-235 transferred from the United States of America to Japan under Article IV, Article VI, paragraph B and Article VII during the period of this Agreement or under the superseded Agreement shall not exceed in the aggregate one hundred and sixty-one thousand (161,000) kilograms or such quantity as may be agreed between the Parties in accordance with their statutory and constitutional procedures. The following method of computation shall be used in calculating transfers, within such ceiling quantity, made under the said Articles or the superseded Agreement:

From:

- (1) The quantity of U-235 contained in uranium enriched in the isotope U-235 transferred under the said Articles or the superseded Agreement, minus
- (2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

Subtract:

- (3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either returned to the United States of America or transferred to any other nation or international organization with the agreement of the Government of the United States of America pursuant to this Agreement or the superseded Agreement, minus
- (4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

B. The quantity of plutonium transferred from the United States of America to Japan under Article IV, Article VI, paragraph B and Article VII during the period of this Agreement or under the superseded Agreement shall not exceed a net amount of three hundred and sixty-five (365) kilograms or such quantity as may be agreed between the Parties in accordance with their statutory and constitutional procedures. The net amount of plutonium shall be the gross quantity transferred to the Government of Japan or to authorized persons under its

jurisdiction less the quantity which has been returned to the United States of America or transferred to any other nation or international organization with the agreement of the Government of the United States of America pursuant to this Agreement.

#### ARTICLE X

A. The Government of Japan guarantees that:

(1) Safeguards provided in Article XI shall be maintained.

(2) No material, including equipment and devices, transferred to the Government of Japan or to authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, including equipment and devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Government of Japan or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Japan, except as the United States Commission may agree to such a transfer to another nation or international organization, and then only if, in the opinion

of the United States Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or international organization.

B. The Government of the United States of America guarantees that:

(1) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, including equipment and devices, or an equivalent amount of material of the same type as such transferred or produced material substituted therefor, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(2) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment or devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the United States of America, except as the Government of Japan may agree to such a transfer to another nation or international organization.

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## ARTICLE XI

A. The Parties emphasize their common interest in assuring that any material, equipment or devices transferred under this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XII, by safeguards of the International Atomic Energy Agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(a) reactor, and

(b) other equipment and devices the design of which the United States Commission determines to be relevant to the effective application of safeguards, which are, or have been, made available to the Government of Japan or to any person under its jurisdiction under this Agreement or the superseded Agreement, or which are to use, fabricate or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the United States Commission;

(2) With respect to any source or special nuclear material made available to the Government of Japan or to any person under its jurisdiction under this Agreement or the superseded Agreement and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the United States Commission,

(b) reactors, and

(c) any other equipment or devices designated by the United States Commission as items to be made available on the condition that the provisions of this paragraph B (2) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability of such material; and

(ii) to require that any such material in the custody of the Government of Japan or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article X;

(3) To approve facilities which are to be used for the storage of any of the special nuclear material referred to in paragraph B (2) of this Article which is not required for atomic energy programs in Japan and which is not transferred beyond the jurisdiction of the Government of Japan or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of Japan, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of Japan, shall have access in Japan to all places and data necessary to account for the source and special nuclear materials which are subject to paragraph B (2) of this Article, to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(5) In the event of non-compliance with the provisions of this Article or the guarantees set forth in Article X and the failure of the Government of Japan to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B (2) of this Article;

(6) To consult with the Government of Japan in the matter of health and safety.

C. The Government of Japan undertakes to facilitate the application of the safeguards provided for in this Article.

D. The personnel designated by the Government of the United States of America in accordance with paragraph B (4) of this Article shall not, except pursuant to their responsibilities to that Government, disclose any industrial secret or other confidential information coming to their knowledge by reason of their official duties under that paragraph.

#### ARTICLE XII

A. The Parties, bearing in mind that by an agreement signed by them and the International Atomic Energy Agency on September 23, 1963, the Agency has been applying safeguards to materials and facilities subject to the superseded Agreement and recognizing the desirability of continuing to make use of the facilities and services of the Agency, agree that the Agency will be requested to continue its application of safeguards and to apply them to materials and facilities subject to safeguards under this Agreement. The necessary arrangements will be effected without modification of this Agreement through an agreement to be made between the Parties and the Agency.

B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate this Agreement, the Parties will

carefully consider the economic effects of such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Japan, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of termination by either Party, the Government of the United States of America may require the Government of Japan to effect the return of all special nuclear material supplied pursuant to this Agreement or the superseded Agreement and still in Japan, provided that the Government of the United States of America will compensate the persons, including the Government of Japan, returning such material for their interest in such material so returned at the United States Commission's schedule of prices then in effect in the United States of America.

#### ARTICLE XIII

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, material, equipment and devices and information transferred thereunder.

## ARTICLE XIV

A. 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 on June 16, 1958, as amended, is superseded by this Agreement on the date this Agreement enters into force.

B. This Agreement 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 [1] Agreement and shall remain in force for a period of thirty (30) years.

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<sup>1</sup> July 10, 1968.

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

DONE at Washington, in duplicate, in the English and  
Japanese languages, both texts being equally authentic, this  
twenty-sixth day of February, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

*Dean Rusk* <sup>[1]</sup>  
*Glenn T. Seaborg* <sup>[2]</sup>

FOR THE GOVERNMENT OF JAPAN:

*T. Shimoda* <sup>[3]</sup>

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<sup>1</sup> Dean Rusk

<sup>2</sup> Glenn T. Seaborg

<sup>3</sup> T. Shimoda

## APPENDIX

JAPAN'S ENRICHED URANIUM POWER REACTOR PROGRAM

<u>CLASSIFICATION</u>	<u>REACTORS</u>		<u>START OF CONSTRUCTION</u>	<u>TOTAL KGS U-235 REQUIRED</u>
Under Construction	A. TSURUGA 322 MWe (Japan Atomic Power Co.)		1966	8,314
	B. FUKUSHIMA 400 MWe (Tokyo Electric Power Co.)		1966	10,383
	C. MIHAMA 340 MWe (Kansai Electric Power Co.)	1966		7,678
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Under Planning	D. CHUBU No. 1 350 MWe E. TOKYO No. 2 750 MWe F. KANSAI No. 2 500 MWe G. KANSAI No. 3 750 MWe H. CHUGOKU No. 1 500 MWe I. TOKYO No. 3 750 MWe J. CHUBU No. 2 500 MWe K. KYUSHU No. 1 500 MWe L. TOHOKU No. 1 500 MWe	1968 1968 1968 1970 1970 1970 1971 1971 1971	1968 1968 1968 1970 1970 1970 1971 1971 1971	10,921 16,556 12,026 16,797 11,198 16,797 11,198 10,783 10,783
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Under Consideration	--	500 MWe	1970-72	10,783
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<u>TOTAL</u>				<u>154,217</u>

## 考慮中

	L	K	J	I	H	G	F
関西第一号	五〇〇メガワット	千九百六十八年	一二〇二六				
関西第三号	七五〇メガワット	千九百七十年	一六七九七				
中国第一号	五〇〇メガワット	千九百七十年	一六一九八				
東京第三号	七五〇メガワット	千九百七十年	一六七九七				
中部第一号	五〇〇メガワット	千九百七十一年	一一一九八				
九州第一号	五〇〇メガワット	千九百七十一年	一〇七八三				
東北第一号	五〇〇メガワット	千九百七十一年	一〇七八三				
合計	五〇〇メガワット	千九百七十年— 千九百七十二年—	一一五四二一七	一〇七八三			

## 附表

## 日本国の濃縮ウラン動力用原子炉計画

分類	原子炉	建設開始時期	必要とされるU-235の総量 (キログラム)	
			A	B
建設中	A 敦賀 三二三一メガワット (日本原子力発電株式会社)	千九百六十六年	八三一四	福島 四〇〇メガワット (東京電力株式会社)
	C 美浜 三四〇メガワット (関西電力株式会社)	千九百六十六年	七六七八	
計画中	D 中部第一号 三五〇メガワット	千九百六十八年	一〇、九二一	
E 東京第一号	七五〇メガワット	千九百六十八年	一六、五五六	

千九百六十八年二月二十六日にワシントンで、ひとしく正文  
である英語及び日本語により本書二通を作成した。

アメリカ合衆国政府のために

*John Reed  
James Lankford*

日本国政府のために

*下田武三*

A 千九百五十八年六月十六日に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（その改正を含む。）は、この協定が効力を生ずる日にこの協定によつて代替される。

B この協定は、それぞれの政府が、他方の政府から、この協定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、三十年間効力を有する。

以上の証拠として、下名は、署名のために正当な委任を受け、この協定に署名した。

とも、アメリカ合衆国政府は、アメリカ合衆国においてその時に有効な合衆国委員会の価格表に従つて、その特殊核物質を返還する者（日本国政府を含む。）がそのように返還される特殊核物質について有する利益を補償する。

### 第十三条

この協定に規定する両当事国政府の権利及び義務は、適用できる限り、旧協定の下で開始された協力活動（旧協定に基づいて移転された資材、設備及び装置並びに情報を含むが、これらに限られない。）に及ぶ。

### 第十四条

## B

いづれの当事国政府も、Aに規定する三者間の取極について相互通じに満足する合意に達しない場合には、通告によりこの協定を廃棄することができる。両当事国政府は、いづれかの当事国政府がこの協定を廃棄する措置を執る前に、その廃棄の経済的影响を慎重に検討する。アメリカ合衆国政府は、日本国政府が他の動力源を得るための取極を行なうために十分な予告を同政府に与える前に、また、日本国政府は、アメリカ合衆国政府が生産計画を調整するために十分な予告を同政府に与える前に、廃棄の権利を行使しない。いづれか一方の当事国政府によりこの協定が廃棄された場合には、アメリカ合衆国政府は、日本国政府に対し、この協定又は旧協定に基づいて供給され、かつ、まだ日本国内にあるすべての特殊核物質の返還が行なわれるよう必要と要請することができる。もつ

## A

## 第十二条

両当事国政府は、両当事国政府及び国際原子力機関により  
千九百六十三年九月二十三日に署名された協定により同機関  
が旧協定に従う資材及び施設に保障措置を適用してきたこと  
に留意し、かつ、同機関の施設及び役務を引き続き利用する  
ことが望ましいことを認めるので、同機関に対し、その保障  
措置の適用を継続し、この協定に基づく保障措置に従う資材  
及び施設に対しその保障措置を適用するようい要請すること  
を合意した。必要な取極は、両当事国政府と同機関との間で  
締結される協定により、この協定を改正することなく行なわ  
れる。

D O

は、日本国政府が指名する要員を伴うものとする。

- (5) この条の規定又は第十条に定める保証に対する違反があり、かつ、日本国政府が妥当な期間内にこの条の規定を履行しない場合には、この協定を停止し、又は廃棄して、B(2)に掲げる資材、設備及び装置の返還を要求する権利
- (6) 保健上及び安全上の事項について日本国政府と協議する権利

日本国政府は、この条に定める保障措置の適用を容易にすることを約束する。

B(4)の規定に従つてアメリカ合衆国政府によつて指名される要員は、同政府に対する自己の責任を遂行する場合を除き、B(4)の規定に基づく公的任務により知るに至つた産業上の秘密又は他の秘密の情報を漏らしてはならない。

(4)

(3)

ての保障措置及び第十条に定める保証に従うべきことを  
要求する権利

B(2)にいういづれかの特殊核物質で、日本国において原  
子力計画のために必要とされておらず、かつ、日本国政府  
の管轄の外に移転されないか、又は両当事国政府が相互に  
受諾する取極に基づいて他の方法により処分されないもの  
を貯蔵するために使用される施設を承認する権利

日本国政府と協議した後、この協定が遵守されているか  
どうかを決定し、及び必要と認められる独立の計測を行な  
うために、B(2)の規定の適用を受ける原料物質及び特殊核  
物質の計量に必要なすべての場所及び資料に日本国内にお  
いて近づくことができる要員を指名する権利。ただし、い  
ずれか一方の当事国政府の要請があるときは、前記の要員

備及び装置、すなわち

(a) 原料物質、特殊核物質、減速材物質又は合衆国委員

会が指定するその他の資材

原子炉及び

(b)

(c) その他の設備又は装置で合衆国委員会がこの B (2) の規定の適用を条件として提供する品目として指定するもの

のいずれかにおいて使用され、それから回収され、又はその使用の結果生産される原料物質又は特殊核物質に関して、操作記録の保持及び提出を要求し、並びに前記の原料物質又は特殊核物質の計量性の確保に資するための報告を要請し、かつ、受領する権利並びに

(ii) 日本国政府又はその管轄の下にある者の管理の下にある前記の原料物質又は特殊核物質がこの条に定めるすべ

(2)

障措置の効果的な適用を可能にする目的をもつて、この協定若しくは旧協定に基づいて日本国政府若しくはその管轄の下にある者に提供された次に掲げる物又はそのようにして提供された原料物質、特殊核物質、減速材物質若しくは合衆国委員会が指定するその他の資材のいずれかを使用し加工し、若しくは処理する次に掲げる物の設計を審査する権利

(a) 原子炉並びに

(b)

その他の設備及び装置で合衆国委員会がその設計が保障措置の効果的な適用に関連があると決定するもの

この協定又は旧協定に基づいて日本国政府又はその管轄の下にある者に提供された原料物質又は特殊核物質に関して、並びにそのようにして提供された次に掲げる資材、設

A

両当事国政府は、この協定又は旧協定に基づいて移転されたすべての資材、設備又は装置が非軍事的目的のためにのみ使用されることを確保することについての共通の関心を強調する。

B

(1) アメリカ合衆国政府は、この協定の他のいかなる規定にもかかわらず、この協定に定める保障措置が第十二条に規定する両当事国政府の合意により国際原子力機関の保障措置につて代置される範囲を除き、次の権利を有する。

設計及び操作を非軍事的目的のために確保し、かつ、保

際機関へのその移転に同意する場合は、この限りでない。

## 第十一條

- (1) アメリカ合衆国政府又はその管轄の下にある認められた者に対しこの協定又は旧協定に基づいて売却その他他の方法により移転された資材（設備及び装置を含む。）、その資材（設備及び装置を含む。）の使用を通じて生産された特殊核物質及びそのように移転され又は生産された資材に代わる同種類かつ等量の資材が、原子兵器、原子兵器の研究若しくは開発又は他の軍事目的に使用されないこと。
- (2) アメリカ合衆国政府又はその管轄の下にある認められた者に対しこの協定又は旧協定に基づいて移転された資材（設備及び装置を含む。）及びその資材（設備及び装置を含む。）の使用を通じて生産された特殊核物質が前記の認められた者以外の者に対し、又はアメリカ合衆国政府の管轄の外に移転されないこと。ただし、日本国政府が、第三国又は国

B

(3)

転された資材（設備及び装置を含む。）並びにその資材（設備及び装置を含む。）の使用を通じて生産された特殊核物質が、原子兵器、原子兵器の研究若しくは開発又は他の軍事目的に使用されないこと。

日本国政府又はその管轄の下にある認められた者に対しこの協定又は旧協定に基づいて移転された資材（設備及び装置を含む。）が前記の認められた者以外の者に対し、又は日本国政府の管轄の外に移転されないこと。ただし、合衆国委員会が、第三国又は国際機関への資材の移転がアメリカ合衆国とその国又は国際機関との間の協力のための協定の範囲内にあると認めて、その移転に同意する場合は、この限りでない。

アメリカ合衆国政府は、次のことを保証する。

## A

び憲法上の手続に従つて合意される量をこえてはならない。ブルトニウムの純量は、日本国政府又はその管轄の下にある認められた者に移転された総量から、この協定に基づいてアメリカ合衆国に返還され、又はアメリカ合衆国の同意を得て第三国若しくは国際機関に移転されたものの量を差し引いたものとする。

## 第十条

- (1) 日本国政府は、次のことを保証する。
- (2) (1) 第十一条に定める保障措置が維持されること。
- 日本国政府又はその管轄の下にある認められた者に対しこの協定又は旧協定に基づいて売却その他の方法により移

B

から、

(3) アメリカ合衆国を原産地とするウランで回収することが

できるもののうち、この協定又は旧協定に基づいてアメリカ合衆国に返還され、又はアメリカ合衆国の同意を得て第三国若しくは国際機関に移転されたものに含まれるU一二三五の量から

(4) 等量の通常の同位元素含有比のウラン中に含まれるU一二三五の量を差し引いたものを差し引く。

アメリカ合衆国から日本国に、第四条、第六条B若しくは第七条の規定に基づいてこの協定の期間中に移転され、又は旧協定に基づいて移転されたプルトニウムの純量は、三百六十五キログラム又は両当事国政府の間でそれぞれの法律上及

## A

アメリカ合衆国から日本国に、第四条、第六条 B 若しくは第七条の規定に基づいてこの協定の期間中に移転され、又は旧協定に基づいて移転された同位元素 U-一二三五の濃縮ウラン中の U-一二三五の調整された純量の合計は、十六万一千キログラム又は両当事国政府の間でそれぞれの法律上及び憲法上の手続に従つて合意される量をこえてはならない。前記の各条又は旧協定に基づく前記の上限の範囲内における移転の量を計算するため、次の計算方法が使用される。

- (1) 前記の各条又は旧協定に基づいて移転された同位元素 U-一二三五の濃縮ウラン中に含まれる U-一二三五の量から等量の通常の同位元素含有比のウラン中に含まれる U-一二三五の量を差し引いたもの

資材の引渡しを受けた後は、アメリカ合衆国政府に關する限り、その安全な取扱い及び使用について、すべての責任を負うものとする。日本国政府は、合衆国委員会がこの協定又は旧協定に基づいて同政府に賃貸した特殊核物質又は燃料要素に關し、その特殊核物質又は燃料要素の生産又は加工、所有、賃借並びに占有及び使用から生ずる原因のいかんを問わないすべての責任へ第三者に対する責任を含む。一について、その特殊核物質又は燃料要素が合衆国委員会から日本国政府又は同政府のために行動する者に引き渡された後は、アメリカ合衆国政府に対しその責任を免れさせ、かつ、損害を与えるものとする。

## 第九条

H となり、Fに定める再処理の後日本国政府又は前記の認められた者に返還されるものとし、その物質に対する権原は、その返還の時に日本国政府又は前記の認められた者に移転されるものとする。

I この協定又は旧協定に基づいて日本国政府又はその管轄の下にある認められた者に移転された資材の使用を通じて生産された特殊核物質は、第三国又は国際機関に移転されない。ただし、合衆国委員会がそのような移転に同意する場合は、この限りでない。

日本国政府がこの協定に従つて供給することを合衆国委員会に要請し、又は旧協定に基づいて日本国政府に供給されたある種の原子力資材は、注意して取り扱い及び使用しない限り、人体及び財産に有害である。日本国政府は、このような

めに必要であると両当事国政府が認める量を加えるものをしてはならない。

## F

アメリカ合衆国から受領した特殊核物質が再処理を必要とするとき、又はアメリカ合衆国から受領した燃料資材を含む照射を受けた燃料要素が原子炉から取り出されてその形状若しくは内容が変更されるときは、その再処理又は変更は、第十一条の規定が効果的に適用されるとの両当事国政府の共同の決定に基づいて日本国の施設において、又は相互に合意するその他の施設において行なうことができる。

## G

この協定又は旧協定に基づいて合衆国委員会により日本国政府又はその管轄の下にある認められた者に賃貸された燃料のいづれかの部分の中に照射の過程を経た結果生産された特殊核物質は、日本国政府又は前記の認められた者の債権勘定

## E

認める者が特定の計画のために割り当てられた同位元素 U-二三五の濃縮ウランの総量より少ない量について契約すること又は供給契約の締結の後にこれを終了させることを希望する場合には、別途合意される場合を除き、当該計画のための割当ての残量を入手することができなくなり、かつ、それに応じて、第九条に規定する U-二三五の調整された純量の最大限が減少することが了解される。

第九条に定める制限に従うことと条件として、原子炉又は原子炉実験の燃料供給のために第六条 B 又は第七条の規定に基づいて移転され、かつ、日本国政府の管轄の下にある同位元素 U-二三五の濃縮ウランの量は、いずれの時においても当該原子炉又は原子炉実験の燃料装荷に必要な量に当該原子炉又は原子炉実験の能率的かつ継続的な運転を可能にするた

## D

とができる。この協定に基づいて供給される同位元素U—二三五の濃縮ウランの一部は、合衆国委員会がそのような移転について技術的又は経済的な正当性があると認めるときは、同位元素U—二三五を二十パーセントをこえる割合で含む資材として提供することができる。

別途合意される場合を除き、附表に掲げる特定の原子炉計画のためにこの協定に基づいて割り当てられた同位元素U—二三五の濃縮ウランの総量の入手可能性を確保するためには、当該原子炉の建設が附表に掲げる計画に従つて開始されると及び日本国政府又はその認める者が、合衆国委員会が最初の燃料装荷のための資材の供給を間に合わせることができるよう、あらかじめ、前記の総量について契約を締結することが必要となることが了解される。また、日本国政府又はその

U-一二三五の濃縮ウランの量の最大限に達し、かつ、第九条に規定する調整された純量に達するまでの契約が日本国政府又はその認める者によつて締結されていない場合には、合衆国委員会は、適當な予告により、その時において契約されていない同位元素U-一二三五の濃縮ウランの全部又は一部について日本国政府又は前記の者が契約を締結するようにな要請することができる。この条の規定に基づく合衆国委員会の要請に従つて契約が締結されない場合には、合衆国委員会は、このようにして契約の締結を要請した同位元素U-一二三五の濃縮ウランに関するすべての義務を解除されることが了解される。

この協定に基づいて供給される同位元素U-一二三五の濃縮ウランは、同位元素U-一二三五を二十パーセントまで含むこ

B

遂行される濃縮役務の料金は、引渡しの時にアメリカ合衆国内の使用者について適用される価格又は料金とする。引渡しに必要とされる予告期間は、予告の時にアメリカ合衆国内の使用者について適用される期間とする。合衆国委員会は、より短い期間の予告に基づいて同位元素U—一二三五の濃縮ウランを供給し又は濃縮役務を遂行することに同意することができる。ただし、そのようなより短い期間の予告のため合衆国委員会が負担した例外的な生産費を補うために合衆国委員会が妥当と考える付加金が通常の基本価格又は基本料金に加えて賦課されることを条件とする。

この協定又は他の協力協定に基づいて合衆国委員会が供給することに同意した同位元素U—一二三五の濃縮ウランの総量が合衆国委員会がこのために提供することができる同位元素

## A

られた者に対し、合意されるところに従い、原子炉及び原子炉実験において燃料として使用するためのプルトニウムを移転する。個々の移転の条件は、事前に合意されるものとする。

## 第八条

- (1) 第六条B及び第七条に規定する合衆国委員会による同位元素U一二三五の濃縮ウランの移転に関し、次のことが了解される。
- (2) 量、濃縮度、引渡計画その他の供給又は役務の条件を定める契約は、合衆国委員会と日本国政府又はその認める者との間で時宜に応じて締結される。
- (2) 売却される同位元素U一二三五の濃縮ウランの価格又は

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O

一二三五の濃縮ウランの権原が移転される場合には、合衆国委員会は、取極をこの条の A(1)に規定する約束に限定する権利を有することが了解される。

合衆国委員会は、また、日本国政府又はその管轄の下にある認められた者に対し、日本国における転換役務及び（又は）加工役務の遂行並びにその後のアメリカ合衆国への返還又は第十条 A(3)の規定に従う第三国若しくは国際機関への移転のため、特殊核物質を、個別の移転について合意される条件により、移転することができる。同位元素 U一二三五の濃縮ウランの権原が合衆国委員会から移転される場合には、同委員会は、取極をこの条の A(1)に規定する約束に限定する権利を有することが了解される。

合衆国委員会は、日本国政府又はその管轄の下にある認め

## B

(2)

A (1) の規定にかかわらず、日本国政府又は前記の認められた者が要請するときは、合衆国委員会は、自己の選択に基づき、合意される条件により、同位元素 U-235 の濃縮ウランを売却することがある。

合衆国委員会は、日本国政府又はその管轄の下にある認められた者に対し、合意されるところに従い、特定の研究のための応用、研究用、材料試験用又は実験用の原子炉及び原子炉実験に係るものを含む。)において燃料として使用するための同位元素 U-235 の濃縮ウランを移転する。個別の移転の条件は、事前に合意されるものとし、また、同位元素 U

用原子炉（商業船舶用の推進機関を含む。）の計画において燃料として使用するための同位元素U—二三五の濃縮ウランの日本国のすべての必要量を供給する。附表は、第九条に定める量の制限に従うことを条件として、両当事国政府の同意により、この協定を改正することなく、隨時修正することができる。

(1) 合衆国委員会は、日本国政府又は前記の認められた者のために、千九百六十八年十二月三十一日後に同位元素U—二三五の濃縮ウランの生産及び（又は）濃縮を行ない又は行なわせることにより、必要とされる同位元素U—二三五の濃縮ウランを供給する。（合衆国委員会は、日本国政府又は前記の認められた者がこのような役務取極に基づく同位元素U—二三五の濃縮ウランの特定の引渡しのために必要とされ

A

この協定の期間中、合衆国委員会は、日本国政府又は、第六条Bの規定に基づき、その管轄の下にある認められた者に対し、合意される条件により、この協定の附表に掲げる動力

B

これに関連する役務の遂行について、いずれか一方の当事国政府又はその管轄の下にある認められた者と他方の当事国政府の管轄の下にある認められた者との間で取極を行なうことができることが了解される。

## 第七条

両当事国政府は、この条のA及びBにいう活動が、第二条の規定及び両当事国政府が採用することのある契約上の政策で民間取引に一般的に適用されるものに従うことを合意する。

適合することは保証しない。

## 第六条

### A

原子力の平和的用途への応用に關し、資材（特殊核物質を除く。）、設備及び装置の移転並びにこれらに關連する役務の遂行のため、いづれか一方の当事国政府又はその管轄の下にある認められた者と他方の当事国政府の管轄の下にある認められた者との間で取極を行なうことができる事が了解される。

### B

原子力の平和的用途への應用に關し、第四条及び第七条に規定する使用のため、かつ、第八条中の関連する規定及び第九条の規定に従うことを条件として、特殊核物質の移転及び

情報の交換の対象に関連し、設備及び装置は、合意される条件により、両当事国政府の間で移転される。そのような移転は、その時における供給の不足その他事情から生ずる制限を受けることが了解される。

## 第五条

この協定又は旧協定に基づいて両当事国政府の間で交換され又は移転された情報（設計図及び仕様書を含む。）並びに資材、設備及び装置の使用又は応用は、これらを受領する当事国政府の責任においてされるものとし、他方の当事国政府は、その情報が正確であること又は完全であることを保証せず、また、その情報、資材、設備及び装置がいずれか特定の使用又は応用に

C

B

情報の交換の対象に関連する重要な資材（原料物質、重水、副産物質、他の放射性同位元素、安定同位元素並びに原子炉及び原子炉実験の燃料供給以外の目的のための特殊核物質を含む。）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、一定の応用のために両当事国政府の間で移転される。

両当事国政府の特殊な研究用施設及び原子炉材料試験施設は、そのような施設を商業的に利用することができないときは、第二条の規定に従うことと条件として、かつ、合意される条件により、相互の利用のために提供されるものとする。ただし、その利用は、提供国政府が支障なく提供することができる場所、施設及び要員の範囲内で行なうものとする。

第三条に定められ、かつ、第二条の規定に従う合意された

条に規定する情報の交換は、報告、会議及び施設の訪問を含む各種の方法により行なわれるものとし、次の分野の情報に関するものを含む。

- (1) 研究用、材料試験用、実験用、試験動力用又は動力用の原子炉及び原子炉実験に係る開発、設計、建設、運転及び利用
- (2) 物理学上及び生物学上の研究並びに医学、農業及び工業における放射性同位元素、原料物質、特殊核物質及び副産物質の利用

前記に関連する保健上及び安全上の問題

#### 第四条

A 第三条に定められ、かつ、第一条の規定に従う合意された

B

用の達成について相互に援助するものとする。

秘密資料は、この協定に基づいては通報されないものとし、  
また、資材若しくは設備及び装置の移転又は役務の供与は、  
それが秘密資料の通報を伴う場合には、この協定に基づいて  
は行なわれないものとする。

○ この協定は、両当事国政府が通報することを許されていな  
い情報の交換を要求するものではない。

### 第三条

第二条の規定に従うことの条件として、両当事国政府は、原  
子力の平和的用途への応用並びにこれに関連する保健上及び安  
全上の問題について、公開の情報を交換するものとする。この

A

この協定の規定、要員及び資材の入手可能性並びにそれぞれの国において有効な関係法令及び許可要件に従うことを条件として、両当事国政府は、平和的目的のための原子力の利

M

千九百五十八年十月九日に署名された議定書及び千九百六十三年八月七日に署名された議定書によつて改正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をいう。

「保障措置」とは、原子力の平和的利用のための資材、設備及び装置がいかなる軍事目的を助長するためにも使用されないことを確保するための管理の制度をいう。

## 第二条

より非公開の指定から解除され、又は秘密資料の範囲から除外された資料を含まない。

J 「原料物質」とは、(1)ウラン、トリウム若しくは合衆国委員会若しくは日本国政府が原料物質であると決定するその他の物質又は(2)合衆国委員会若しくは日本国政府が隨時決定する含有率においてこれらの物質の一若しくは二以上を含有する鉱石をいう。

K 「特殊核物質」とは、(1)プルトニウム、同位元素二三三若しくは同位元素二三五の濃縮ウラン及び合衆国委員会若しくは日本国政府が特殊核物質であると決定するその他の物質又は(2)これらの物質のいずれかにより人工的に濃縮した物質をいう。

L 「旧協定」とは、千九百五十八年六月十六日に署名され、

できる施設（原子兵器を除く。）及びその構成部分を含む。

F 「国際機関」には、共通の目的のために連携している国家の集団を含む。

G 「者」とは、個人、社団、組合、会社、協会、信託、財団、公私の組織、団体、政府機関又は公社をいい、この協定の両当事国政府を含まない。

H 「原子炉」とは、ウラン、プルトニウム若しくはトリウム又はウラン、プレトンニウム若しくはトリウムの組合せを利用することにより自統的核分裂連鎖反応がその中で維持される機械（原子兵器を除く。）をいう。

I 「秘密資料」とは、(1)原子兵器の設計、製造若しくは使用、(2)特殊核物質の生産又は(3)エネルギーの生産における特殊核物質の使用に関するすべての資料をいい、権限のある当局に

む。「当事国政府」とは、両当事国政府のいづれか一方をいう。

O 「原子兵器」とは、原子力を利用する装置で、その主たる

目的が兵器、兵器の原型若しくは兵器の試験装置としての使用又はそれらの開発にあるものをいう。ただし、その装置の輸送又は推進のための手段は、それが当該装置の分離及び分割の可能な部分である場合には、含まれない。

D

「副産物質」とは、特殊核物質の生産若しくは利用の過程において生産され、又はそれらの過程に附隨する放射線の照射により放射性を帶びた放射性物質（特殊核物質を除く。）をいう。

E

「設備及び装置」及び「設備又は装置」とは、器具、機械又は施設をいい、特殊核物質を使用し、又は生産することが

るため、この協定を締結することを希望するので、また、

両当事国政府は、この協定をもつて、千九百五十八年六月十六日に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（その改正を含む。）に替えることを希望するので、

両当事国政府は、次のとおり協定する。

## 第一条

この協定の適用上、

A 「合衆国委員会」とは、合衆国原子力委員会をいう。

B 「両当事国政府」とは、アメリカ合衆国政府及び日本国政府をいい、アメリカ合衆国政府を代表する合衆国委員会を含

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

アメリカ合衆国政府及び日本国政府は、千九百五十八年六月十六日に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に署名し、同協定は、千九百五十八年十月九日に署名された議定書及び千九百六十三年八月七日に署名された議定書によつて改正されたので、

両当事国政府は、動力用及び研究用の原子炉の設計、建設及び運転並びに原子力の他の平和的利用の開発に関する情報の交換を含む原子力の平和的及び人道的利用の実現をめざす研究及び開発の計画を遂行することを希望するので、

両当事国政府は、前記の目的を達成するために相互に協力をす

## FRANCE

### Double Taxation: Taxes on Income and Property

*Convention signed at Paris July 28, 1967;  
Ratification advised by the Senate of the United States of America,  
subject to a reservation June 6, 1968;  
Ratified by the President of the United States of America, subject  
to the said reservation, June 19, 1968;  
Ratified by France June 27, 1968;  
Ratifications exchanged at Washington July 11, 1968;  
Proclaimed by the President of the United States of America  
July 17, 1968;  
Entered into force August 11, 1968.  
With exchange of notes.*

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By THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a convention between the United States of America and the French Republic with respect to taxes on income and property was signed at Paris on July 28, 1967, the original of which convention, in the English and French languages, is word for word as follows:

C O N V E N T I O N  
between  
the United States of America  
and  
the French Republic  
with respect to Taxes on Income and Property

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

The President of the United States of America:  
The Honorable Charles E. BOHLEN, Ambassador of the United States of America in Paris, and

The President of the French Republic:  
Mr. Hervé ALPHAND, Ambassador of France, Secretary General of the Ministry of Foreign Affairs, who, having communicated to each other their full powers, found in good and due form, have agreed upon the following Articles:

ARTICLE 1

TAXES COVERED

(1) The taxes which are the subject of the present Convention are:

- (a) In the case of the United States, the Federal income tax, including surtax, imposed by the Internal Revenue Code and
- (b) In the case of France:
  - (i) the income tax on the income of physical persons, the complementary tax, the corporation tax, including any withholding tax, prepayment (precompte) or advance payment with respect to the aforesaid taxes, and

- (ii) the tax on Stock Exchange transactions.
- (2) The Convention shall also apply to any documentary taxes on sales or transfers of shares or certificates of stock or bonds which are subsequently imposed.
- (3) The Convention shall also apply to any identical or substantially similar taxes which are subsequently imposed in addition to, or in place of, the existing taxes.
- (4) For the purpose of Article 24 (Nondiscrimination), this Convention shall also apply to taxes of every kind and to those imposed at the national, State, and local level.

ARTICLE 2

GENERAL DEFINITIONS

- (1) In this Convention, unless the context otherwise requires:
- (a) The term "United States of America" means the United States of America and when used in the geographical sense means the States thereof and the District of Columbia.  
The term "France" when used in a geographical sense means Metropolitan France and the Overseas departments (Guadeloupe, Guyane, Martinique, and Reunion).
- (b) The terms "a Contracting State" and "the other Contracting State" mean the United States or France, as the context requires.

- (c) The term "person" comprises an individual or a corporation, or any other body of individuals or persons.
- (d) (i) The term "United States corporation" or "corporation of the United States" means a corporation, or any entity treated as a corporation for United States tax purposes, which is created or organized under the laws of the United States or any State thereof or the District of Columbia; and
- (ii) The term "French corporation" or "corporation of France" means any body corporate or any entity which is treated as a body corporate under French tax law, which is resident within France for French tax purposes.
- (e) The term "competent authority" means:
- (i) In the case of the United States, the Secretary of the Treasury or his delegate, and
- (ii) In the case of France, the Minister of Economy and Finance or his delegate.
- (2) As regards the application of the Convention by a Contracting State any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of the Convention.

ARTICLE 3

FISCAL DOMICILE

- (1) The term "resident of France" means:

- (a) A French corporation, and
  - (b) Any person (other than a body corporate or any entity which under French law is treated as a body corporate) who is resident in France for purposes of its tax.
- (2) The term "resident of the United States" means:
- (a) A United States corporation, and
  - (b) Any person (other than a corporation or an entity treated under United States law as a corporation) who is resident in the United States for purposes of its tax, but in the case of a person acting as a partner or fiduciary only to the extent that the income derived by such person in that capacity is taxed as the income of a resident.
- (3) An individual who is a resident in both Contracting States shall be deemed a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither of the Contracting States, he shall be deemed a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests). If the Contracting State in which he has his center of vital interests cannot be determined, he shall be deemed a resident of that Contracting State in which he has an habitual abode. If he has an habitual abode in both Contracting States or in neither of the Contracting States, the competent authorities of the

Contracting States shall settle the question by mutual agreement. For purposes of this Article, a permanent home is the place in which an individual dwells with his family. An individual who is deemed to be a resident of one Contracting State and not a resident of the other Contracting State by reason of the provisions of this paragraph shall be deemed a resident only of the former State for all purposes of this Convention (including Article 22).

#### ARTICLE 4

##### PERMANENT ESTABLISHMENT

- (1) For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which a resident of one of the Contracting States engages in industrial or commercial activity.
- (2) The term "permanent establishment" shall include especially:
  - (a) A seat of management;
  - (b) A branch;
  - (c) An office;
  - (d) A factory;
  - (e) A workshop;
  - (f) A warehouse;
  - (g) A mine, quarry, or other place of extraction of natural resources;
  - (h) A building site or construction or assembly project which exists for more than twelve months.
- (3) Notwithstanding paragraph (1) of this Article, a permanent establishment shall not include a fixed place of business used only for one or more of the following activities:

- (a) The use of facilities for the purpose of storage, display, or delivery of goods or merchandise belonging to the resident;
  - (b) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of storage, display, or delivery;
  - (c) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of processing by another person;
  - (d) The maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the resident;
  - (e) The maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the resident.
- (4) A person acting in a Contracting State on behalf of a resident of the other Contracting State - other than an agent of an independent status to whom paragraph (5) applies - shall be deemed to be a permanent establishment in the first-mentioned State if such person:
- (a) Has, and habitually exercises in that State, an authority to conclude contracts in the name of that resident, unless the exercise of such authority

- is limited to the purchase of goods or merchandise for that resident, or
- (b) Maintains substantial equipment or machinery within the first-mentioned State for a period of twelve months or more.
- (5) A resident of a Contracting State shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident carries on business in that other State through a broker, general commission agent, or any other agent of an independent status, where such persons are acting in the ordinary course of their business.
- (6) The fact that a resident of one of the Contracting States is a related person, as defined in Article 8 of this Convention, with respect to a resident of the other Contracting State or with respect to a person which engages in industrial or commercial activity in that other Contracting State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether that resident of the first Contracting State has a permanent establishment in the other Contracting State.
- (7) An insurance company of one of the Contracting States shall be considered as having a permanent establishment in the other Contracting State if, through a representative other than one described in paragraph (5), such company receives premiums from or insures risks in the territory of that other Contracting State.

#### ARTICLE 5

##### INCOME FROM REAL PROPERTY

- (1) Income from real property and royalties in respect of the operations of mines, quarries, or other natural

resources (not including interest on debts secured by mortgages or other encumbrances on such real property or royalty interests but including gains derived from the sale or exchange of such property or the right giving rise to such royalties) shall be taxable by the Contracting State in which such property, mines, quarries, or other natural resources are situated.

- (2) The provisions of paragraph (1) shall apply to income derived from the usufruct, direct use, letting, or use in any other form of real property.
- (3) A resident of one of the Contracting States subject to tax in the other Contracting State on income from real property or on royalties referred to in this Article may elect for any taxable year to be subject to such other State's tax on such income as if such resident were engaged in business in the other Contracting State.

#### ARTICLE 6

##### BUSINESS PROFITS

- (1) Industrial or commercial profits of a resident of one of the Contracting States shall be taxable only in that State unless such resident is engaged in industrial or commercial activity in the other Contracting State through a permanent establishment situated therein. If such resident is so engaged, tax may be imposed by such other State on the industrial or commercial profits of such resident but only on so much of them as are attributable to the permanent establishment.

- (2) Where a resident of a Contracting State carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the industrial or commercial profits which would be attributable to such permanent establishment if such permanent establishment were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the resident of which it is a permanent establishment.
- (3) In the determination of the profits of a permanent establishment, there shall be allowed as deductions expenses which are reasonably connected with such profits including executive and general administrative expenses, whether incurred in the State in which the permanent establishment is situated or elsewhere.
- (4) No profits shall be attributed to a permanent establishment merely by reason of the purchase of goods or merchandise by that permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.
- (5) The term "industrial or commercial profits of a resident" includes income derived from manufacturing, mercantile, agricultural, fishing, or mining activities, from the operation of ships or aircraft, from the furnishing of personal services, from the rental of tangible personal property, and from insurance activities and rents or royalties derived from motion picture films, films or tapes of radio or television broadcasting. It also includes income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraphs (3) and (4) of

Article 11), and capital gains but only if the right or property giving rise to such income, dividends, interest, royalties, or capital gains is effectively connected with a permanent establishment which the recipient, being a resident of one Contracting State, has in the other Contracting State. It does not include income received by an individual as compensation for personal services either as an employee or in an independent capacity.

ARTICLE 7

SHIPPING AND AIR TRANSPORT

Notwithstanding Article 6, income which a resident of one of the Contracting States derives from the operation in international traffic of ships or aircraft registered in that Contracting State shall be taxable only in that Contracting State.

ARTICLE 8

RELATED PERSONS

- (1) Where a resident of a Contracting State and a resident of the other Contracting State are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, then any income which would, but for those arrangements or conditions, have accrued to the resident of the first Contracting State but, by reason of those arrangements or conditions, has not so accrued, may be included in the income of the

resident of the first Contracting State for purposes of the present Convention and taxed accordingly.

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

#### ARTICLE 9

##### DIVIDENDS

- (1) Dividends derived from sources within a Contracting State by a resident of the other Contracting State may be taxed in that other State.
- (2) Dividends derived from sources within a Contracting State by a resident of the other Contracting State may also be taxed by the former Contracting State but the tax imposed on such dividends shall not exceed--
  - (a) 15 percent of the amount actually distributed; or
  - (b) When the recipient is a corporation, 5 percent of the amount actually distributed if--
    - (i) During the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least ten percent of the outstanding shares of the voting stock of the paying corporation was

owned by the recipient corporation, and

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

- (3) Paragraph (2) of this Article and, in the case of dividends derived by a resident of France, paragraph (1) of this Article, shall not apply if the recipient of the dividends has a permanent establishment in the other Contracting State and the shares with respect to which the dividends are paid are effectively connected with the permanent establishment. In such a case, the provisions of Article 6 shall apply.
- (4) (a) Except as provided in subparagraph (b), dividends paid by a corporation of one of the Contracting States shall be treated as income from sources within that Contracting State, and dividends paid by any other corporation shall be treated as income from sources outside that Contracting State.

- (b) Dividends paid by a corporation other than a United States corporation shall be treated as dividends from sources within the United States if such corporation had a permanent establishment in the United States and more than 80 percent of its gross income was taxable to such permanent establishment for a three-year period ending with the close of its taxable year preceding the declaration of such dividends (or for such portion of that period as the corporation has been in existence).
- (5) When the prepayment (precompte) is levied on dividends paid by a French corporation to a resident of the United States, such resident shall be entitled to the refund of that prepayment, subject to deduction of the withholding tax with respect to the refunded amount in accordance with paragraph (2) of this Article.

ARTICLE 10

INTEREST

- (1) Interest derived from sources within one Contracting State by a resident of the other Contracting State may be taxed in that other State.
- (2) Interest on bonds, notes, debentures, or any other form of indebtedness from sources within the United States and paid to a resident of France may also be taxed by the United States at a rate not in excess of 10 percent of the amount paid.
- (3) Interest on bonds, notes, debentures, or any other form of indebtedness from sources within France and paid to a resident of the United States may also be taxed by France at a rate not in excess of 10 percent of the

amount paid except that interest on bonds issued before January 1, 1965, may be taxed at a rate not in excess of 12 percent of the amount paid.

- (4) Paragraphs (2) and (3) of this Article and, in the case of interest derived by a resident of France, paragraph (1) of this Article, shall not apply if the recipient of the interest, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected to such permanent establishment. In such a case, the provisions of Article 6 shall apply.
- (5) The term "interest" as used in this Article means income from Government securities, bonds, or debentures, whether or not secured by mortgage and whether or not carrying a right to participate in profits, and debt-claims of every kind as well as all other income assimilated to income from money lent by the taxation law of the State in which the income has its source.
- (6) Interest shall be deemed to be from sources within a Contracting State when the payer is that State itself, a political subdivision, a local authority, or a resident of that State. Where, however, the person paying the interest, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment in connection with which the

indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment, then such interest shall be deemed to be from sources within the Contracting State in which the permanent establishment is situated.

- (7) Where, owing to a special relationship between the payer and the recipient or between both of them and some other person, the amount of the interest paid, having regard to the debt claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Convention.
- (8) Interest received by one of the Contracting States, or by an instrumentality of that State not subject to income tax by such State, shall be exempt in the State in which such interest has its source.

ARTICLE 11

ROYALTIES

- (1) Royalties derived from sources within one Contracting State by a resident of the other Contracting State may be taxed in that other State.
- (2) Except as provided in paragraph (3), royalties derived from sources within a Contracting State by a resident of the other Contracting State may also be taxed by the former Contracting State but the tax imposed on such royalties shall not exceed 5 percent of the gross amount paid.

- (3) Royalties derived from copyrights of literary, artistic, or scientific works (including gain from the sale or exchange of property giving rise to such royalties) by a resident of one Contracting State shall be taxable only in that Contracting State.
- (4) The term "royalties" as used in paragraph (1) of this Article means--
  - (a) Any royalties, rentals, or other amounts paid as consideration for the use of, or the right to use, patents, designs or models, plans, secret processes or formulae, trademarks, or other like property or rights, or for knowledge, experience, or skill (know-how), and
  - (b) Gains derived from the sale or exchange of any such right or property, if payment of the amounts realized on such sale or exchange is contingent, in whole or in part, on the productivity, use or disposition of such right or property. If the amounts derived from the sale or exchange of any such right or property are not so contingent, the provisions of Article 12 shall apply.
- (5) Paragraphs (2) and (3) of this Article, and, in the case of royalties derived by a resident of France, paragraph (1) of this Article, shall not apply if the recipient of the royalty, being a resident of one of the Contracting States, has in the other Contracting State a permanent establishment and the right or property giving rise to the royalties is effectively connected with such permanent establishment. In such

a case, the provisions of Article 6 shall apply.

- (6) Royalties paid for the use of, or the right to use, property described in paragraph (4) in a State shall be treated as income from sources within that State.
- (7) Where, owing to a special relationship between the payer and the recipient, or between both of them and some other person, the amount of the royalties paid exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall only apply to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Convention.

ARTICLE 12

CAPITAL GAINS

- (1) A resident of one of the Contracting States shall be taxable only in that State on gains from the sale or exchange of capital assets.
- (2) Paragraph (1) of this Article shall not apply if--
  - (a) The gain is received by a resident of one of the Contracting States and arises out of the sale or exchange of property described in Article 5 (income from real property) located within the other Contracting State or of the sale or exchange of shares or comparable interests in a real property cooperative or of a corporation whose assets consist principally of such property.
  - (b) The recipient of the gain, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the

property giving rise to the gain is effectively connected with such permanent establishment, or

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

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

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

- (3) In the case of gains described in paragraph (2)(b), the provisions of Article 6 shall apply.

ARTICLE 13  
BRANCH PROFITS

- (1) (a) Dividends paid by a French corporation to a person other than a citizen, resident, or corporation of the United States shall be exempt from tax by the United States unless such French corporation had a permanent establishment in the United States and more than 80 percent of its gross income was taxable to such permanent establishment for a 3-year period ending with the close of its taxable year preceding the declaration of such dividends (or for such portion of that period as the corporation has been in existence).

(b) The United States may impose its personal holding company tax and accumulated earnings tax as if this Convention had not come into effect.

However:

(1) A French corporation shall be exempt from the United States personal holding company tax in any taxable year if all of its stock is owned by one or more individual residents of France in their individual capacities for that entire year.

(ii) A French corporation shall be exempt from the United States accumulated earnings tax in any taxable year unless such corporation is engaged in trade or business in the United States through a permanent establishment at any time during such year.

(2) (a) A United States corporation which maintains a permanent establishment in France shall remain subject therein to the withholding tax in accordance with provisions of French internal law but--

(i) The base on which such tax shall be levied will be reduced by 1/3 and

(ii) The rate of such tax shall not exceed 15 per cent.

(b) Profits realized by a French permanent establishment of a United States corporation and incorporated in its capital shall not be subject in France to the "droit d'apport majoré".

#### ARTICLE 14

##### INDEPENDENT PERSONAL SERVICES

(1) Income derived by a resident of a Contracting State in respect of independent activities shall be taxable only in that State unless such activities were performed in

the other Contracting State. Income in respect of independent activities performed within such other State may be taxed by such other State.

- (2) Notwithstanding the provisions of paragraph (1), income derived by a resident of a Contracting State in respect of independent activities performed in the other Contracting State shall not be taxable in such other State if:
- (a) The recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in the fiscal year concerned, and
  - (b) The recipient does not maintain a fixed base in the other State for a period or periods exceeding in the aggregate 183 days in such year.
- (3) The term "independent activities" means all the activities -- other than commercial, industrial, or agricultural activities -- carried on on his own account independently by a person who receives the proceeds or bears the losses arising from these activities.

ARTICLE 15  
DEPENDENT PERSONAL SERVICES

- (1) Salaries, wages, and other similar remuneration paid to a resident of a Contracting State for labor or personal services shall be taxable only in that State unless such labor or personal services were performed in the other Contracting State. Remuneration received for labor or

personal services performed within such other State may be taxed by such other State.

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

- (a) The recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in the fiscal year concerned,
  - (b) The remuneration is paid by, or on behalf of, an employer who is not a resident of the other State, and
  - (c) The remuneration is not borne by a permanent establishment which the employer has in the other State.
- (3) Remuneration received by an individual for personal services performed aboard ships or aircraft registered in one of the Contracting States and operated by a resident of that Contracting State shall be exempt from tax by the other Contracting State, if such individual is a member of the regular complement of the ship or aircraft.

#### ARTICLE 16

##### GOVERNMENTAL FUNCTIONS

- (1) Remuneration, including pensions, paid by, or out of funds created by, a Contracting State or a political subdivision or a local authority thereof to any individual who is national of that State in respect of services rendered to that State or a subdivision or local authority thereof in the discharge of functions of a governmental nature shall be taxable only in that Contracting State.

- (2) The provisions of Articles 15, 19, and 20 shall apply to remuneration or pensions in respect of services rendered in connection with any industrial or commercial activity carried on by one of the Contracting States or a political subdivision or a local authority thereof.
- (3) In the case of an individual who is a national of both Contracting States, the provisions of Article 22, paragraph (4), shall apply to remuneration described in paragraph (1) but such remuneration shall be treated as income from sources within the Contracting State from which such individual receives such remuneration.

ARTICLE 17

TEACHERS

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

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

ARTICLE 18

STUDENTS AND TRAINEES

- (1) (a) An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who is temporarily present in the other Contracting State for the primary purpose of--
- (i) Studying at a university or other accredited educational institution in that other Contracting State, or
  - (ii) Securing training required to qualify him to practice a profession or professional speciality, or
  - (iii) Studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization,
- shall be exempt from tax by that other Contracting State with respect to amounts described in subparagraph (b).
- (b) The amounts referred to in subparagraph (a) include--
- (i) Gifts from abroad for the purposes of his maintenance, education, study, research, or training;
  - (ii) The grant, allowance, or award; and
  - (iii) Income from personal services performed in the other Contracting State in an amount not

in excess of \$2,000 or its equivalent  
in francs for any taxable year.

(c) The benefits under this paragraph shall  
only extend for such period of time as may  
be reasonably or customarily required to  
effectuate the purpose of the visit, but  
in no event shall any individual have the  
benefits of this Article and Article 17 for  
more than a total of five taxable years.

(2) A resident of one of the Contracting States who  
is present in the other Contracting State as an  
employee of, or under contract with, a resident  
of the former State, for the primary purpose of--

- (a) Acquiring technical, professional, or  
business experience from a person other  
than that resident of the former State  
or a corporation 50 percent or more of  
the voting stock of which is owned by  
that resident of the former State, or
- (b) Studying at a university or other ac-  
credited educational institution in  
that other Contracting State,

shall be exempt from tax by that other Contract-  
ing State for one taxable year with respect to  
his income from personal services in an amount  
not in excess of \$5,000 or its equivalent in  
francs.

#### ARTICLE 19

##### PRIVATE PENSIONS AND ANNUITIES

- (1) Except as provided in Article 16, pensions and  
other similar remuneration paid to a resident  
of a Contracting State in consideration of past

- employment shall be taxable only in that Contracting State.
- (2) Alimony and annuities paid to a resident of a Contracting State shall be taxable only in that Contracting State.
- (3) The term "annuities," as used in this Article, means a stated sum paid periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered).
- (4) The term "pensions," as used in this Article, means periodic payments made after retirement in consideration for, or by way of compensation for injuries received in connection with, past employment.

#### ARTICLE 20

##### SOCIAL SECURITY PAYMENTS

Social security payments (whether representing employee or employer contributions or accretions thereto) paid by one of the Contracting States to an individual who is a resident of the other Contracting State shall be taxable only in the former Contracting State.

#### ARTICLE 21

##### RULES APPLICABLE TO PERSONAL INCOME ARTICLES

- (1) Articles 14 through 18 shall apply to reimbursed travel expenses, but such expenses shall not be taken into account in computing the maximum amount of exemptions specified in Article 18.
- (2) An individual who qualifies for benefits under more than one of the provisions of Articles 14 through 18 may apply that provision most favorable to him, but shall not be entitled to the benefits of more than one provision in any taxable year.

ARTICLE 22GENERAL RULES OF TAXATION

- (1) Any income from sources within a Contracting State to which the provisions of the present Convention are not expressly applicable shall be taxable by such Contracting State in accordance with its own law.
- (2) A resident of one of the Contracting States shall be taxed by the other Contracting State only on--
  - (a) Commercial or industrial profits attributable to a permanent establishment located in that other Contracting State, and
  - (b) Income from sources within that other Contracting State, in accordance with the limitations set forth in the present Convention.
- (3) The provisions of the present Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded--
  - (a) By the laws of one of the Contracting States in the determination of the tax imposed by that State, or
  - (b) By any other agreement between the Contracting States.
- (4) (a) The United States may tax its citizens and residents as if the present Convention had not come into effect.
  - (i) This provision shall not affect the rules laid down in Article 20 (Social Security Payments), Article 23 (Relief from Double Taxation), and Article 24 (Nondiscrimination).

- (ii) This provision shall not affect the rules laid down in Articles 17, 18, and 21 (Students, Teachers, Rules applicable thereto) when applicable to individuals who are not citizens of the United States and who do not have immigrant status in the United States.
- (iii) This provision shall not affect the rules laid down in Articles 16 and 21 (Government Functions, Rules applicable thereto) when they apply to:
- an individual who is not a citizen of the United States and who does not have immigrant status in the United States;
  - an individual who, having immigrant status in the United States, has elected to claim the benefits of these articles; in that case, such person must agree that any calendar year or portion of a calendar year for which Articles 16 and 21 apply shall not be counted as a period during which he has resided or has been physically present in the United States in the calculation of periods of residence or presence in the United States required for naturalization pursuant to the immigration and nationality laws of the United States.
- (b) Subject to the provisions of Article 23, France may tax its residents who are public entertainers, such as theatre, motion picture, radio or television artists, musicians and athletes, on income described in Articles 14 and 15 (Personal Service

Income) which is derived from activities, or services performed, in the United States.

- (5) Any transaction in which an order for the purchase, sale or exchange of stocks, securities or commodities originates in one of the Contracting States and is executed through a stock or commodities exchange in the other State shall be exempt by the former State from stamp or like tax otherwise arising with respect to such transaction.

#### ARTICLE 23

##### RELIEF FROM DOUBLE TAXATION

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

- (1) The United States shall allow to a citizen, resident, or corporation of the United States as a credit against its tax specified in paragraph (1) of Article 1 the appropriate amount of income taxes paid to France. Such appropriate amount shall be based upon the amount of French tax paid but shall not exceed that portion of the United States tax which net income from sources within France bears to the entire net income.
- (2) In the case of France:
- (a) Income other than that mentioned in paragraph (b) below shall be exempt from the French taxes mentioned in paragraph (1) of Article 1 while the income is, by reason of the Convention, taxable in the United States.

- (b) As regards income taxable in both Contracting States in accordance with the provisions of this Convention, France shall allow to a resident of France receiving such income from United States sources a tax credit corresponding to the amount of tax levied in the United States. Such tax credit, not exceeding the amount of French tax levied on such income, shall be allowed against taxes mentioned in paragraph (1)(b)(1) of Article 1 of this Convention, in the bases of which such income is included.
- (c) Notwithstanding the provisions of paragraphs (a) and (b), French tax may be computed on income chargeable in France by virtue of this Convention at the rate appropriate to the total of the income chargeable in accordance with French law.
- (3) A resident of a Contracting State who maintains one or several abodes in the territory of the other Contracting State shall not be subject in that other State to an income tax according to an "imputed" income based on the rental value of that or those abodes.

#### ARTICLE 24

##### NONDISCRIMINATION

- (1) A citizen of one of the Contracting States who is a resident of the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than is a citizen of that other Contracting State who is a resident thereof.
- (2) The taxation on a permanent establishment which a resident of a Contracting State has in the other Contracting

State shall not be less favorably levied in that other State than the taxation levied on a resident of that other State carrying on the same activities. This provision shall not be construed as obliging a Contracting State to grant to residents of the other Contracting State any personal allowances, reliefs, and reductions for taxation purposes on account of civil status or family responsibilities which it grants to its own residents. The provisions of this paragraph shall not be construed to prevent the application of the provisions of Article 13 (Branch Profits) of the Convention nor to prevent the United States from imposing a comparable tax burden on the income of a permanent establishment maintained by a resident of France in the United States.

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

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ARTICLE 25MUTUAL AGREEMENT PROCEDURE

- (1) Where a resident of a Contracting State considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of those States, present his case to the competent authority of the Contracting State of which he is a resident.
- (2) The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the application of the Convention. In particular, the competent authorities of the Contracting States may consult together to endeavor to agree:
  - (a) To the same attribution of industrial or commercial profits to a resident of one of the Contracting States and its permanent establishment situated in the other Contracting State;
  - (b) To the same allocation of income between a resident of one of the Contracting States and any related person, provided for in Article 8; or
  - (c) To the same determination of the source of particular items of income.
- (3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

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

ARTICLE 26

EXCHANGE OF INFORMATION

- (1) The competent authorities of the Contracting States shall exchange such information as is pertinent to carrying out the provisions of this Convention or preventing fraud or fiscal evasion in relation to the taxes which are the subject of this Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of the taxes which are the subject of the Convention.
- (2) In no case shall the provisions of paragraph (1) be construed so as to impose on one of the Contracting States the obligation:
- (a) To carry out administrative measures at variance with the laws or the administrative practice of that or the other Contracting State;
- (b) To supply particulars which are not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State;

- (c) To supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information, the disclosure of which would be contrary to public policy (*ordre public*).
- (3) The exchange of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States shall agree on the list of information which shall be furnished on a routine basis.

#### ARTICLE 27

##### ASSISTANCE IN COLLECTION

- (1) The two Contracting States undertake to lend assistance and support to each other in the collection of the taxes to which the present Convention relates, together with interest, costs, and additions to the taxes and fines not being of a penal character according to the laws of the State requested, in the cases where the taxes are definitively due according to the laws of the State making the application.
- (2) In the case of an application for enforcement of taxes, revenue claims of each of the Contracting States which have been finally determined will be accepted for enforcement by the State to which application is made and collected in that State in accordance with the laws applicable to the enforcement and collection of its own taxes.
- (3) The application will be accompanied by such documents as are required by the laws of the State making the application to establish that the taxes have been finally determined.
- (4) If the revenue claim has not been finally determined, the State to which application is made will take such

measures of conservancy (including measures with respect to transfer of property of nonresident aliens) as are authorized by its laws for the enforcement of its own taxes.

- (5) The assistance provided for in this Article shall not be accorded with respect to citizens, corporations, or other entities of the State to which application is made.

#### ARTICLE 28

##### DIPLOMATIC AND CONSULAR OFFICERS

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

#### ARTICLE 29

##### TERRITORIAL EXTENSION

- (1) This Convention may be extended, either in its entirety or with any necessary modifications, to the Overseas Territories of the French Republic which impose taxes substantially similar in character to those to which the Convention applies. Any such extension shall take effect from such date and subject to such modifications and conditions, as may be specified and agreed between the Contracting States in notes to be exchanged through diplomatic channels or in any other manner in accordance with their constitutional procedure.
- (2) At any time after the expiration of a period of 1 year from the effective date of an extension made by virtue of paragraph (1) either of the Contracting States may by a written notice of termination given to the other Contracting State through

diplomatic channels, terminate the application of the provisions in respect to any territory to which such application has been extended, in which case the provisions shall cease to be applicable to such territory on and after the first day of January following the date of such notice; provided, however, that this shall not affect the continued application of such provisions to the United States, to France, or to any other territory to which such provisions apply and which is not named in the notice of termination.

- (3) Unless otherwise agreed by both Contracting States, the termination of the Convention by one of the Contracting States under Article 32 shall also terminate the application of the Convention to any territory to which it has been extended under this Article.

#### ARTICLE 30

##### EXCHANGE OF OFFICIAL INFORMATION

- (1) The competent authorities of the Contracting States shall notify each other of any amendments of the tax laws referred to in Article 1 (1) and of the adoption of any taxes referred to in Article 1 (2) by transmitting the texts of any amendments or new statutes at least once a year.
- (2) The competent authorities of the Contracting States shall exchange the texts of all published material interpreting the present Convention under their respective laws, whether in the form of regulations, rulings, or judicial decisions.
- (3) Where, by reason of any change made in the taxation laws of one of the Contracting States, it seems advisable to adjust some provisions of this Convention without affecting its general principles, the necessary adjustments

may be agreed between the Contracting States by notes to be exchanged through diplomatic channels or in any other manner in accordance with their respective constitutional procedure.

ARTICLE 31

ENTRY INTO FORCE

- (1) This Convention shall be ratified and instruments of ratification shall be exchanged at Washington. It shall enter into force one month after the date of exchange of the instruments of ratification. Its provisions shall for the first time have effect:
- (a) In the case of France:
- (i) As respects withholding taxes, to any proceeds payable and transactions completed on or after the date on which this Convention enters into force;
- (ii) As respects other income taxes, to taxes which are levied for the assessment year 1967; and
- (iii) As respects the tax on stock exchange transactions, the date on which this Convention enters into force.
- (b) In the case of the United States:
- (i) As respects the rate of withholding tax, to amounts received on or after the date on which this Convention enters into force;
- (ii) As respects other income taxes, to taxable years beginning on or after January 1, 1967.

- (2) Upon the coming into effect of this Convention,  
there shall terminate:
- (a) The Convention of July 25, 1939, [<sup>1</sup>] relat-  
ing to income and other taxes
  - (b) The Convention of October 18, 1946, the  
supplementary Protocol of May 17, 1948,  
and the Convention of June 22, 1956, [<sup>2</sup>]  
insofar as they concern taxes on income,  
on capital and tax on stock exchange  
transactions.

The provisions of those Conventions and of that  
Protocol will cease to have effect from the date  
on which the corresponding provisions of the  
present Convention shall for the first time have  
effect according to the subparagraph (1) above-  
mentioned.

#### ARTICLE 32

##### TERMINATION

This Convention shall remain in force until denounced  
by one of the Contracting States. Either Contracting  
State may denounce the Convention, through diplomatic  
channels, by giving notice of termination at least  
6 months before the end of any calendar year after the  
year 1969. In such event, the Convention shall cease  
to have effect:

- (1) In the case of France:
- (a) As respects withholding taxes, on January 1  
of the year following the year in which  
notice is given.
  - (b) As respects other income taxes, for any  
year of assessment beginning on or after  
January 1 of the year next following the  
year in which notice is given; and

<sup>1</sup> TS 988; 59 Stat. 893.

<sup>2</sup> TIAS 1982, 3844; 64 Stat. (3) B3, B28; 8 UST 843.

- (c) As respects the tax on stock exchange transactions, for any transactions occurring on or after January 1 of the year following the year in which notice is given.
- (2) In the case of the United States:
- (a) As respects withholding taxes, on January 1 of the year following the year in which notice is given;
  - (b) As respects other income taxes, for any taxable year beginning on or after January 1 of the year following the year in which notice is given; and
  - (c) As respects taxes referred to in paragraph (2) of Article 1, for any transactions occurring on or after January 1 of the year following the year in which notice is given.

In witness whereof, the respective plenipotentiaries have signed the present Convention.

Done at Paris in duplicate, in the English and French languages, each text being equally authentic, this 28th day of July, 1967.

For the President of the      For the President of the  
United States of America:      French Republic:

*Charles E. Wilson   Henri Alysson*

[SEAL]

[SEAL]

C O N V E N T I O N  
entre  
les Etats-Unis d'Amérique  
et  
la République française  
en matière d'impôts sur le revenu et la fortune.

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Le Président des Etats-Unis d'Amérique et le Président de la République française désirant conclure une convention en vue d'éviter les doubles impositions en matière d'impôts sur le revenu et de prévenir l'évasion fiscale ont désigné à cette fin comme plénipotentiaires :

Le Président des Etats-Unis d'Amérique :  
L'Honorable Charles E. BOHLEN, Ambassadeur des Etats-Unis d'Amérique à Paris,

Le Président de la République française :  
Monsieur Hervé ALPHAND, Ambassadeur de France, Secrétaire Général du Ministère des Affaires Etrangères, qui, après s'être communiqué leurs pleins pouvoirs, et les avoir reconnus en bonne et due forme, sont convenus des dispositions suivantes.

Article 1

IMPÔTS VISES

(1) Les impôts qui font l'objet de la présente Convention sont les suivants :

(a) Pour les Etats-Unis, l'impôt fédéral sur le revenu prévu par l'Internal Revenue Code, y compris la surtaxe.

(b) Pour la France :

(i) l'impôt sur le revenu des personnes physiques,  
la taxe complémentaire,  
l'impôt sur les sociétés,  
y compris toute retenue à la source,  
tout précompte ou tout versement anticipé afférents aux impôts visés ci-dessus, et

- (ii) l'impôt sur les opérations de bourse.
- (2) La Convention vise également les taxes frappant les ventes ou les transferts, soit d'actions ou de certificats d'actions, soit d'obligations (documentary taxes) qui seraient établies ultérieurement.
- (3) La Convention s'appliquera également aux impôts futurs de nature identique ou analogue qui s'ajouteraient aux impôts actuels ou qui les remplaceraient.
- (4) En ce qui concerne l'article 2<sup>4</sup> (non-discrimination), cette Convention s'applique également aux impôts de toute nature, qu'ils soient perçus pour le compte de l'Etat ou des collectivités locales.

#### Article 2

##### DEFINITIONS GENERALES

- (1) Au sens de la présente Convention, à moins que le contexte n'exige une interprétation différente :
- (a) L'expression "Etats-Unis d'Amérique" désigne les Etats-Unis d'Amérique ; lorsqu'elle est utilisée dans le sens géographique, cette expression vise les Etats membres et le district de Columbia.
- Le terme "France", lorsqu'il est utilisé dans le sens géographique, désigne la France métropolitaine et les départements d'outre-mer (Guadeloupe, Guyane, Martinique et Réunion)
- (b) Les expressions "un Etat contractant" et "l'autre Etat contractant" désignent,

suivant le contexte les Etats-Unis ou la France.

- (c) Le terme "personne" désigne une personne physique ou une société ou tout autre groupement de personnes physiques ou morales.
- (d) (i) L'expression "société américaine" ou "société des Etats-Unis" désigne une société ou toute entité juridique considérée comme une société pour l'application de l'impôt américain, et qui a été créée ou organisée d'après la législation des Etats-Unis ou d'un Etat membre ou du district de Columbia ;
- (ii) L'expression "société française", ou "société de France" désigne toute personne morale ou toute entité juridique qui est considérée comme une personne morale au regard de la législation fiscale française et qui est résidente de France pour l'application de l'impôt français.
- (e) L'expression "autorité compétente" désigne :
- (i) Dans le cas des Etats-Unis, le Secrétaire au Trésor ou son représentant ;
- (ii) Dans le cas de la France, le Ministre de l'Economie et des Finances ou son représentant.
- (2) Pour l'application de la Convention par un Etat contractant, toute expression qui n'est pas autrement définie a le sens qui lui est attribué par la législation dudit Etat régissant les impôts faisant l'objet de la Convention, à moins que le contexte n'exige une interprétation différente.

Article 5

DOMICILE FISCAL

- (1) L'expression "résident de France" désigne :

(a) une société française, et.  
(b) toute personne (autre qu'une personne morale ou une entité juridique considérée comme personne morale au regard de la législation française) qui est considérée comme résidente de France pour son imposition.

(2) L'expression "résident des Etats-Unis" désigne :

(a) une société des Etats-Unis, et  
(b) toute personne (autre qu'une société ou une entité juridique considérée comme une société au regard de la législation des Etats-Unis) qui est considérée comme résidente des Etats-Unis pour son imposition, mais dans le cas d'une personne qui est membre d'une société de personnes (partnership) ou qui agit à titre de représentant (fiduciary), seulement dans la mesure où le revenu détenu par une telle personne en cette qualité est imposé comme le revenu d'un résident.

(3) Une personne physique qui est résident de chacun des Etats contractants est considérée comme résident de l'Etat contractant où elle dispose d'un foyer d'habitation permanent. Lorsqu'elle dispose d'un foyer d'habitation permanent dans chacun des Etats contractants ou ne dispose d'un tel foyer dans aucun de ces Etats, elle est considérée comme résident de l'Etat contractant avec lequel ses liens personnels et économiques sont les plus étroits (centre des intérêts vitaux). Si l'Etat contractant dans lequel cette personne a le centre de ses intérêts vitaux ne peut pas être déterminé, elle est considérée comme

résident de l'Etat contractant où elle séjourne de façon habituelle. Si cette personne séjourne de façon habituelle dans chacun des Etats ou qu'elle ne séjourne de façon habituelle dans aucun d'eux, les autorités compétentes des Etats contractants tranchent la question d'un commun accord. Pour l'application de cet article, un foyer d'habitation permanent est le lieu où une personne physique demeure avec sa famille. Une personne physique qui est considérée comme résident d'un Etat contractant et comme n'étant pas résident de l'autre Etat contractant en vertu des dispositions de ce paragraphe sera considérée seulement comme résident du premier Etat pour l'application de toute la présente Convention, y compris l'article 22.

#### Article 4

##### ETABLISSEMENT STABLE

- (1) Au sens de la présente Convention, l'expression "établissement stable" désigne une installation fixe d'affaires par l'intermédiaire de laquelle un résident de l'un des Etats contractants exerce une activité industrielle ou commerciale.
- (2) L'expression "établissement stable" comprend notamment :
  - (a) un siège de direction,
  - (b) une succursale,
  - (c) un bureau,
  - (d) une usine,

- (e) un atelier,
- (f) un entrepôt,
- (g) une mine, une carrière ou tout autre lieu d'extraction de ressources naturelles,
- (h) un chantier de construction ou de montage dont la durée dépasse douze mois.

(3) Nonobstant les dispositions du paragraphe 1 du présent article, on ne considère pas qu'il y a établissement stable lorsqu'une installation fixe d'affaires sert uniquement à l'exercice de l'une ou de plusieurs des activités suivantes :

- (a) usage d'installations pour le stockage, l'exposition ou la livraison de marchandises appartenant au résident ;
- (b) dépôt de marchandises appartenant au résident pour le stockage, l'exposition ou la livraison ;
- (c) dépôt de marchandises appartenant au résident pour leur transformation par une autre personne ;
- (d) utilisation d'installations fixes d'affaires pour l'achat de marchandises ou la collecte d'informations pour le résident ;
- (e) utilisation d'installations fixes d'affaires pour la publicité, la fourniture de renseignements, des recherches scientifiques ou pour des activités analogues qui présentent pour le résident un caractère préparatoire ou auxiliaire.

- (4) Une personne agissant dans un Etat contractant pour le compte d'un résident de l'autre Etat contractant — autre qu'un agent jouissant d'un statut indépendant, visé au paragraphe 5 — est considérée comme un établissement stable dans le premier Etat si elle :
- (a) dispose dans cet Etat de pouvoirs qu'il exerce habituellement lui permettant de conclure des contrats au nom du résident, à moins que l'exercice de tels pouvoirs ne soit limité à l'achat de marchandises pour ce résident, ou
  - (b) maintient un outillage important dans le premier Etat pendant une période égale ou supérieure à douze mois.
- (5) On ne considère pas qu'un résident d'un Etat contractant a un établissement stable dans l'autre Etat contractant du seul fait qu'il y exerce son activité par l'entremise d'un courtier, d'un commissaire général ou de tout autre intermédiaire jouissant d'un statut indépendant, à condition que ces personnes agissent dans le cadre ordinaire de leur activité.
- (6) Le fait qu'un résident d'un Etat contractant soit associé, dans les conditions définies à l'article 8 de la présente Convention, à un résident de l'autre Etat contractant ou à une personne qui exerce une activité industrielle ou commerciale dans cet autre Etat (que ce soit par l'intermédiaire d'un établissement stable ou d'une autre manière) n'est pas pris en considération pour déterminer si le résident du premier Etat con-

tractant a un établissement stable dans l'autre Etat contractant.

- (7) Une compagnie d'assurances de l'un des Etats contractants est réputée avoir un établissement stable dans l'autre Etat contractant si elle reçoit des primes provenant de l'autre Etat contractant ou assure des risques sur le territoire de cet Etat, par l'intermédiaire d'un représentant autre que ceux visés au paragraphe 5.

Article 5

REVENUS IMMOBILIERS

- (1) Les revenus provenant de biens immobiliers et les redevances afférents à l'exploitation de mines, carrières ou autres ressources naturelles (à l'exclusion des intérêts d'emprunts garantis par des hypothèques ou autres sûretés portant sur les biens immobiliers ou les redevances en cause, mais y compris les gains provenant de la cession ou de l'échange de ces biens ou des droits générateurs de ces redevances) sont imposables dans l'Etat contractant où sont situés les immeubles, mines, carrières, ou autres ressources naturelles.
- (2) Les dispositions du paragraphe 1 s'appliquent aux revenus provenant de l'usufruit, de l'exploitation directe, de la location ou de l'affermage, ainsi que de toute autre forme d'exploitation de biens immobiliers.
- (3) Un résident d'un Etat contractant passible de l'imposte dans l'autre Etat contractant à raison de revenus immobiliers ou de redevances visés par le présent article peut, pour toute année d'imposition,

choisir d'être assujetti à l'impôt dans cet autre Etat à raison desdits revenus comme s'il y exerçait une activité commerciale.

Article 6

BENEFICES DES ENTREPRISES

- (1) Les bénéfices industriels ou commerciaux d'un résident d'un Etat contractant ne sont imposables que dans cet Etat, à moins que le résident n'exerce son activité dans l'autre Etat contractant par l'intermédiaire d'un établissement stable qui y est situé. Si le résident exerce son activité d'une telle façon, ses bénéfices industriels ou commerciaux sont imposables dans l'autre Etat mais uniquement dans la mesure où ils sont imputables audit établissement stable.
- (2) Lorsqu'un résident d'un Etat contractant exerce son activité dans l'autre Etat contractant par l'intermédiaire d'un établissement stable qui y est situé, on attribue dans chaque Etat contractant à cet établissement stable les bénéfices industriels et commerciaux qui lui auraient été imputables s'il avait constitué une entité juridique indépendante exerçant des activités identiques ou analogues dans des conditions identiques ou analogues et traitant dans des conditions normales avec le résident dont il constitue un établissement stable.
- (3) Dans le calcul des bénéfices d'un établissement stable, sont admises en déduction les dépenses qui ont un lien raisonnable avec ces bénéfices, y

compris les dépenses de direction et les frais généraux d'administration, qu'ils soient exposés dans l'Etat où est situé l'établissement stable ou ailleurs.

- (4) Aucun bénéfice n'est imputé à un établissement stable du simple fait que des marchandises ont été achetées par cet établissement stable ou par le résident dont il constitue un établissement stable, pour le compte dudit résident.
- (5) L'expression "bénéfices industriels ou commerciaux d'un résident" désigne les revenus provenant d'une activité industrielle, commerciale, agricole ou minière, de la pêche, de l'exploitation de navires ou d'aéronefs, de la fourniture de services personnels, de la location de biens mobiliers, d'activités d'assurances, ainsi que les redevances afférentes aux films cinématographiques et aux films ou bandes de radiodiffusion ou de télévision. Elle désigne également les revenus provenant de biens immobiliers et de ressources naturelles, les dividendes, les intérêts, les redevances (telles qu'elles sont définies aux paragraphes (3) et (4) de l'article 11), et les gains en capital, mais seulement dans la mesure où le droit ou le bien générateurs de ces revenus, de ces dividendes, intérêts, redevances ou gains en capital a effectivement un lien avec l'établissement stable que le bénéficiaire, résident d'un Etat contractant, a dans l'autre Etat contractant. Elle ne comprend pas les revenus perçus par une personne physique en rémunération de services rendus en tant qu'employé ou dans l'exercice d'une profession indépendante.

Article 7NAVIGATION MARITIME ET AERIENNE

Nonobstant les dispositions de l'article 6, les revenus qu'un résident d'un Etat contractant retire de l'exploitation, en trafic international, de navires ou d'aéronefs immatriculés dans cet Etat contractant ne sont imposables que dans ledit Etat.

Article 8PERSONNES ASSOCIEES

- (1) Lorsqu'un résident d'un Etat contractant et un résident de l'autre Etat contractant sont en relation et que ces personnes sont liées par des conditions acceptées ou imposées qui diffèrent de celles qui seraient conclues entre des personnes indépendantes, les revenus qui, sans ces conditions, auraient été obtenus par le résident du premier Etat contractant, mais n'ont pu l'être à cause de ces conditions, peuvent, pour l'application de la présente Convention, être inclus dans les revenus du résident du premier Etat contractant et être imposés en conséquence.
- (2) (a) Une personne autre qu'une société est liée à une société si elle participe directement ou indirectement à la direction, au contrôle ou au capital de la société.
- (b) Une société est liée à une autre société si elle participe directement ou indirectement à la direction, au contrôle ou au capital de l'autre ou si une ou plusieurs personnes participent directement ou indirectement à la direction, au contrôle ou au capital des deux sociétés.

Article 9DIVIDENDES

- (1) Les dividendes provenant de sources situées dans un Etat contractant et perçus par un résident de l'autre Etat contractant sont imposables dans cet autre Etat.
- (2) Les dividendes provenant de sources situées sur le territoire d'un Etat contractant et perçus par un résident de l'autre Etat contractant peuvent également être imposés dans le premier Etat, mais l'imposte établi à raison de ces dividendes ne peut excéder :
- (a) 15 pour cent du montant effectivement distribué ; ou
  - (b) lorsque le bénéficiaire est une société, 5 pour cent du montant effectivement distribué, si :
    - (i) la société bénéficiaire a détenu au cours de la partie de l'année d'imposition de la société distributrice précédant la date de paiement des dividendes et au cours de la totalité de la précédente année d'imposition (dans le cas où il y en aurait eu une) au moins 10 pour cent des actions avec droit de vote de la société distributrice, et
    - (ii) au cours de la précédente année d'imposition de la société distributrice (dans le cas où il y en aurait eu une) le revenu brut de ladite société n'a pas été constitué à concurrence de plus

de 25 pour cent de son montant d'intérêts ou de dividendes (autres que les intérêts afférents à des activités bancaires ou financières, ou d'opérations d'assurance, et que les intérêts ou dividendes reçus de filiales dont au moins 50 pour cent des actions avec droit de vote était détenu par la société distributrice au moment où ces dividendes ou intérêts ont été perçus).

(3) Le paragraphe (2) du présent article et, pour les dividendes revenant à un résident de France le paragraphe (1) de cet article, ne s'appliquent pas si le bénéficiaire des dividendes a dans l'autre Etat contractant un établissement stable auquel se rattachent effectivement les actions à raison desquelles les dividendes sont payés. Dans ce cas, les dispositions de l'article 6 sont applicables.

- (4) (a) Scus réserve des dispositions de l'alinéa (b), les dividendes payés par une société d'un Etat contractant sont considérés comme des revenus ayant leur source dans cet Etat contractant, et les dividendes payés par toute autre société sont considérés comme des revenus ayant leur source en dehors dudit Etat contractant.
- (b) Les dividendes payés par une société autre qu'une société américaine sont réputés avoir leur source aux Etats-Unis si ladite société a aux Etats-Unis un établissement

stable auquel a été rattaché, sur le plan fiscal, plus de 80 pour cent du revenu brut de ladite société pendant une période de trois ans se terminant à la clôture de l'année d'imposition précédant la mise en distribution des dividendes (ou pendant la fraction de cette période au cours de laquelle la société a existé).

- (5) Lorsque le précompte est prélevé sur les dividendes payés par une société française à un résident des Etats-Unis, ce résident peut demander le remboursement du précompte, défalcation faite de la retenue à la source afférente au montant remboursé, perçue conformément au paragraphe (2) du présent article.

Article 10

INTERETS

- (1) Les intérêts provenant de sources situées sur le territoire d'un Etat contractant et perçus par un résident de l'autre Etat contractant sont imposables dans cet autre Etat.
- (2) Les intérêts d'obligations ou de toute autre forme d'emprunt ayant leur source aux Etats-Unis et payés à un résident de France sont également imposables aux Etats-Unis à un taux qui ne pourra excéder 10 pour cent du montant versé.
- (3) Les intérêts d'obligations ou de toute autre forme d'emprunt ayant leur source en France et payés à un résident des Etats-Unis sont également imposables en France à un taux qui ne pourra excéder 10 pour cent du montant versé, à l'exception des intérêts d'obli-

gations émises avant le 1er janvier 1965 qui sont taxables à un taux ne pouvant excéder 12 pour cent du montant versé.

- (4) Les paragraphes (2) et (3) du présent article et, pour les intérêts revenant à un résident de France le paragraphe (1) de cet article, ne s'appliquent pas si le bénéficiaire des intérêts, résident d'un Etat contractant a dans l'autre Etat contractant un établissement stable auquel se rattache effectivement la créance génératrice des intérêts. Dans ce cas, les dispositions de l'article 6 sont applicables.
- (5) Le terme "intérêts" employé dans le présent article désigne les revenus des fonds publics, des obligations d'emprunts, assorties ou non de garanties hypothécaires ou d'une clause de participation aux bénéfices, et des créances de toute nature, ainsi que tous autres produits assimilés aux revenus de sommes prêtées par la législation fiscale de l'Etat où les revenus ont leur source.
- (6) Les intérêts sont considérés comme ayant leur source dans un Etat contractant lorsque le débiteur est cet Etat lui-même, une subdivision politique, une collectivité locale ou un résident de cet Etat. Toutefois, lorsque le débiteur des intérêts, qu'il soit ou non résident d'un Etat contractant, a dans un Etat contractant un établissement stable pour lequel l'emprunt générateur des intérêts a été contracté et qui supporte la charge de ces intérêts, lesdits intérêts sont réputés avoir leur source dans l'Etat contractant où l'établissement stable est situé.

- (7) Si, par suite de relations spéciales existant entre le débiteur et le créancier ou que l'un et l'autre entretiennent avec de tierces personnes, le montant des intérêts payés, compte tenu de la créance pour laquelle ils sont versés, excède celui dont seraient convenus le débiteur et le créancier en l'absence de pareilles relations, les dispositions du présent article ne s'appliquent qu'à ce dernier montant. En ce cas, la partie excédentaire des paiements reste imposable conformément à la législation de chaque Etat contractant et compte tenu des autres dispositions de la présente Convention.
- (8) Sont exonérés dans l'Etat où ils ont leur source, les intérêts reçus par l'autre Etat ou un établissement public de cet autre Etat non soumis à l'impôt sur le revenu.

Article 11

REDEVANCES

- (1) Les redevances provenant de sources situées sur le territoire d'un Etat contractant et perçues par un résident de l'autre Etat contractant sont imposables dans cet autre Etat.
- (2) Sous réserve des dispositions du paragraphe (3), les redevances provenant de sources situées sur le territoire d'un Etat contractant et perçues par un résident de l'autre Etat contractant sont également imposables dans le premier Etat contractant mais l'impôt prélevé sur ces redevances ne peut excéder 5 pour cent du montant brut versé.
- (3) Les redevances provenant de droits d'auteur sur des œuvres littéraires, artistiques ou scientifiques

(y compris les gains réalisés lors de la vente ou de l'échange des biens générateurs de ces redevances) et perçues par un résident d'un Etat contractant ne sont imposables que dans cet Etat contractant.

(4) Le terme "redevances" utilisé au paragraphe (1) du présent article désigne :

(a) toutes les redevances ou autres rémunérations payées pour l'usage ou la concession de l'usage de brevets, dessins, modèles, plans, formules ou procédés secrets, marques de fabrique ou d'autres biens ou droits analogues, ou pour des connaissances, de l'expérience acquise ou des procédés techniques (know-how), et

(b) les gains provenant de la vente ou de l'échange de tels droits ou biens, si la réalisation de ces gains dépend d'une manière totale ou partielle de la productivité, de l'utilisation ou de l'aliénation desdits droits ou biens. Dans le cas contraire, les dispositions de l'article 12 sont applicables.

(5) Les paragraphes (2) et (3) du présent article et, pour les redevances revenant à un résident de France, le paragraphe (1) de cet article, ne s'appliquent pas si le bénéficiaire des redevances, résident d'un Etat contractant, a dans l'autre Etat contractant un établissement stable auquel se rattache effectivement le droit ou le bien générateurs des redevances. Dans ce cas, les dispositions de l'article 6 sont applicables.

(6) Les redevances payées dans un Etat pour l'usage ou la concession de l'usage de biens décrits au paragraphe (4) sont considérées comme des revenus ayant leur source dans cet Etat.

(7) Si par suite de relations spéciales existant entre le débiteur et le créancier ou que l'un et l'autre entretiennent avec de tierces personnes, le montant des redevances payées excède celui qui seraient convenus le débiteur et le créancier en l'absence de pareilles relations, les dispositions du présent article ne s'appliquent qu'à ce dernier montant. En ce cas, la partie excédentaire des paiements reste imposable conformément à la législation de chaque Etat contractant et compte tenu des autres dispositions de la présente Convention.

#### Article 12

##### GAINS EN CAPITAL

(1) Un résident d'un Etat contractant n'est imposable que dans cet Etat à raison des gains provenant de la vente ou de l'échange d'éléments de biens en capital.

(2) Le paragraphe (1) du présent article ne s'applique pas :

(a) si le gain perçu par un résident d'un Etat contractant provient de la vente ou de l'échange de biens visés à l'article 5 (revenus immobiliers) situés sur le territoire de l'autre Etat contractant ou de la vente ou de l'échange d'actions ou de parts d'une nature comparable d'une société immobilière ou d'une société dont l'actif est cons-

- titué essentiellement par des biens immobiliers;
- (b) si le bénéficiaire du gain, résident d'un Etat contractant, a, dans l'autre Etat contractant, un établissement stable auquel se rattache effectivement le bien générateur du gain ;
- (c) ou si le bénéficiaire du gain, résident d'un Etat contractant,
- (i) dispose dans l'autre Etat contractant d'une base fixe à laquelle le bien générateur du gain se rattache effectivement, ou
- (ii) séjourne dans l'autre Etat contractant pendant une période ou des périodes excédant au total 183 jours au cours de l'année d'imposition.
- (3) Dans le cas des gains visés au paragraphe (2), (b), les dispositions de l'article 6 s'appliquent.

#### Article 13

##### BENEFICES REALISES PAR LES SUCCURSALES

- (1) (a) Les dividendes payés par une société française à une personne autre qu'un citoyen, un résident ou une société des Etats-Unis sont exonérés d'impôt aux Etats-Unis à moins que la société française n'ait dans ce pays un établissement stable auquel a été rattaché, sur le plan fiscal, plus de 80 pour cent de son revenu brut pendant

une période de trois ans se terminant à la clôture de l'année d'imposition précédent la mise en distribution des dividendes (ou pendant la partie de cette période depuis la création de la société).

(b) Les Etats-Unis peuvent percevoir l'impôt sur les sociétés holdings personnelles (personal holding company tax) et l'impôt sur les réserves accumulées (accumulated earnings tax) comme si la présente Convention n'existaient pas. Toutefois :

(1) Une société française est exonérée aux Etats-Unis de l'impôt sur les sociétés holdings personnelles (personal holding company tax) si toutes les actions de ladite société ont été détenues pendant la totalité de l'année d'imposition par une ou plusieurs personnes physiques résidents de France agissant en leur propre qualité.

(ii) Une société française est exonérée de l'impôt américain sur les réserves accumulées (accumulated earnings tax) à moins qu'au cours de l'année d'imposition elle n'ait exercé son activité aux Etats-Unis par l'intermédiaire d'un établissement stable.

(2) (a) Une société des Etats-Unis qui dispose d'un établissement stable en France demeure assujettie à la retenue à la source conformément aux dispositions de la législation française, mais étant entendu que

- (i) la base sur laquelle cette retenue est perçue est réduite d'un tiers,
- (ii) et que le taux de ladite retenue n'excède pas 15 pour cent.
- (b) Les bénéfices réalisés par un établissement stable français d'une société des Etats-Unis et incorporés à son capital ne sont pas assujettis en France au droit d'apport majoré.

#### Article 14

##### PROFESSIONS INDEPENDANTES

- (1) Les revenus qu'un résident d'un Etat contractant retire d'activités indépendantes ne sont imposables que dans cet Etat à moins que lesdites activités n'aient été exercées dans l'autre Etat contractant. Les revenus provenant d'activités indépendantes exercées dans l'autre Etat contractant sont imposables dans cet autre Etat.
- (2) Nonobstant les dispositions du paragraphe (1), les revenus qu'un résident d'un Etat contractant retire d'activités indépendantes exercées dans l'autre Etat contractant ne sont pas imposables dans cet autre Etat :
- (a) si le bénéficiaire séjourne dans l'autre Etat contractant pendant une période ou des périodes n'excédant pas au total 183 jours au cours de l'année fiscale considérée, et
- (b) si le bénéficiaire ne dispose pas d'une base fixe dans l'autre Etat pendant une période ou des périodes excédant au to-

tal 183 jours au cours de ladite année.

- (3) L'expression "activités indépendantes" désigne toutes les activités - autres que les activités commerciales, industrielles ou agricoles - exercées pour son propre compte, d'une manière indépendante, par une personne qui reçoit les profits ou supporte les pertes provenant de ces activités.

#### Article 15

##### PROFESSIONS DEPENDANTES

- (1) Les salaires, traitements et autres rémunérations similaires payés à un résident d'un Etat contractant en considération d'un travail ou de services personnels ne sont imposables que dans cet Etat à moins que ce travail ou ces services n'aient été accomplis dans l'autre Etat contractant. Les rémunérations reçues en considération d'un travail ou de services personnels accomplis dans l'autre Etat sont imposables dans ledit Etat.
- (2) Nonobstant les dispositions du paragraphe (1), les rémunérations qu'un résident d'un Etat contractant reçoit au titre d'un emploi salarié exercé dans l'autre Etat contractant ne sont pas imposables dans cet autre Etat si :
- (a) le bénéficiaire séjourne dans l'autre Etat pendant une période ou des périodes n'excédant pas au total 183 jours au cours de l'année fiscale considérée ;
  - (b) les rémunérations sont payées par un employeur ou au nom d'un employeur qui n'est pas résident de l'autre Etat ;
  - (c) la charge des rémunérations n'est pas sup-

portée par un établissement stable que l'employeur a dans l'autre Etat.

- (3) La rémunération qu'une personne physique reçoit pour les services personnels qu'elle rend à bord de navires ou d'aéronefs enregistrés dans l'un des Etats contractants et exploités par un résident de cet Etat contractant n'est pas imposable dans l'autre Etat contractant si cette personne est un membre de l'équipage régulier du navire ou de l'aéronef.

#### Article 16

##### FONCTIONS PUBLIQUES

- (1) Les rémunérations, y compris les pensions, versées par un Etat contractant ou l'une de ses subdivisions politiques ou collectivités locales, soit directement soit par prélèvement sur des fonds qu'ils ont constitués, à une personne physique qui est un ressortissant de cet Etat au titre de services rendus au-dit Etat où à ses subdivisions ou collectivités locales dans l'exercice de fonctions à caractère public ne sont imposables que dans cet Etat contractant.
- (2) Les dispositions des articles 15, 19 et 20 s'appliquent aux rémunérations ou pensions versées au titre de services rendus dans le cadre d'une activité industrielle ou commerciale exercée par un Etat contractant ou l'une de ses subdivisions politiques ou collectivités locales.
- (3) Lorsqu'une personne physique est un ressortissant de chacun des Etats contractants, les dispositions du paragraphe (4) de l'article 22 sont applicables aux rémunérations visées au paragraphe (1) mais ces

rémunérations sont considérées comme des revenus ayant leur source sur le territoire de l'Etat contractant qui les verse.

Article 17

ENSEIGNANTS

- (1) Une personne physique qui est un résident d'un Etat contractant au début de son séjour dans l'autre Etat contractant et qui, à l'invitation du Gouvernement de l'autre Etat contractant ou d'une université ou d'un autre établissement d'enseignement agréé situé dans cet autre Etat contractant, séjourne dans ce dernier Etat principalement dans le but d'enseigner ou de se livrer à des travaux de recherche, ou dans l'un et l'autre de ces buts, auprès d'une université ou d'un autre établissement d'enseignement agréé, est exonérée d'impôt dans ce dernier Etat contractant, pendant une période n'excédant pas deux années à compter de la date de son arrivée dans ledit Etat, à raison de ses revenus qui proviennent de services personnels rendus aux fins d'enseignement ou de recherche dans cet établissement d'enseignement ou dans d'autres établissements analogues.
- (2) Le présent article n'est pas applicable aux revenus provenant de travaux de recherche si ces travaux ne sont pas entrepris dans l'intérêt public mais principalement en vue de la réalisation d'un avantage particulier bénéficiant à une ou à des personnes déterminées.

Article 18

ETUDIANTS ET STAGIAIRES

- (1) (a) Une personne physique qui est un résident

d'un Etat contractant au début de son séjour dans l'autre Etat contractant et qui séjourne temporairement dans cet autre Etat dans le but principal

- (i) de poursuivre des études auprès d'une université ou d'un autre établissement d'enseignement agréé situé dans cet autre Etat contractant, ou
- (ii) d'effectuer un stage destiné à assurer la formation nécessaire à l'exercice d'une profession ou d'une spécialité professionnelle, ou
- (iii) d'étudier ou d'effectuer des recherches en tant que bénéficiaire d'une bourse, d'une allocation ou d'une récompense reçue d'une organisation gouvernementale, religieuse, charitable, scientifique, littéraire ou éducative,

est exonérée d'impôt dans cet autre Etat contractant à raison des sommes visées à l'alinéa (b).

(b) Les sommes auxquelles se réfère l'alinéa

(a) comprennent :

- (i) les subsides reçus de l'étranger en vue de l'entretien, de l'éducation, des études, des recherches, ou de la formation ;
- (ii) la bourse, l'allocation ou la récompense ;
- (iii) les revenus provenant de ser-

vices personnels rendus dans l'autre Etat contractant et n'excédant par un montant de 2.000 dollars ou leur équivalent en francs au cours de l'année d'imposition.

(c) Les avantages prévus par le présent paragraphe sont limités à la période de temps qui est raisonnablement ou habituellement requise pour réaliser l'objet du séjour, mais une personne physique ne peut en aucun cas bénéficier des avantages de cet article et de l'article 17 pendant plus de cinq années d'imposition au total.

(2) Un résident d'un Etat contractant, employé d'un résident de cet Etat ou sous contrat avec ledit résident, qui séjourne dans l'autre Etat contractant, dans le but principal

(a) d'acquérir une expérience technique, professionnelle ou commerciale auprès d'une personne autre que le résident du premier Etat, ou autre qu'une société dont la moitié au moins des droits de vote appartient à ce résident du premier Etat,

(b) de poursuivre des études auprès d'une université ou d'un autre établissement d'enseignement agréé situé dans cet autre Etat contractant,

est exonéré d'impôt dans cet autre Etat contractant pendant une année d'imposition à raison de ses revenus provenant de services personnels n'excédant pas 5.000 dollars ou leur équivalent en francs.

Article 19PENSIONS PRIVEES ET RENTES

- (1) Sous réserve des dispositions de l'article 16, les pensions et autres rémunérations analogues versées à un résident d'un Etat contractant en considération d'un emploi antérieur ne sont imposables que dans cet Etat contractant.
- (2) Les pensions alimentaires versées en cas de divorce et les rentes payées à un résident d'un Etat contractant ne sont imposables que dans cet Etat contractant.
- (3) Le terme "rentes" employé dans le présent article désigne une somme déterminée payée périodiquement à échéances fixes pendant la vie ou un nombre d'années déterminé, en vertu d'un engagement d'effectuer les paiements en échange d'une pleine et adéquate contre-valeur (autre que des services rendus).
- (4) Le terme "pensions" employé dans le présent article désigne les paiements périodiques effectués après la retraite en considération d'un emploi antérieur ou à titre de compensation de dommages subis dans le cadre de cet emploi antérieur.

Article 20PRESTATIONS DE SECURITE SOCIALE

Les prestations de sécurité sociale (qu'elles correspondent à la cotisation mise à la charge du salarié ou à la cotisation patronale ou à des augmentations de celles-ci) versées par un Etat contractant à une personne physique qui est un résident de l'autre Etat contractant ne sont imposables que dans le premier Etat contractant.

Article 21REGLES D'APPLICATION DES ARTICLES RELATIFSAU REVENU DES PERSONNES PHYSIQUES

- (1) Les articles 14 à 18 sont applicables au remboursement des frais de déplacement, mais les dépenses ainsi remboursées ne sont pas prises en compte pour la détermination des montants maxima d'exonération prévus à l'article 18.
- (2) Une personne physique qui remplit les conditions nécessaires pour bénéficier de plusieurs dispositions des articles 14 à 18 peut se prévaloir de la disposition qui lui est la plus favorable, mais n'a pas le droit de bénéficier de plus d'une de ces dispositions au cours d'une année d'imposition.

Article 22REGLES GENERALES D'IMPOSITION

- (1) Tous les revenus provenant d'un Etat contractant auxquels les dispositions de la présente Convention ne sont pas expressément applicables sont imposables dans cet Etat contractant conformément à sa propre législation.
- (2) Un résident d'un Etat contractant n'est imposable dans l'autre Etat contractant qu'à raison
  - (a) de bénéfices industriels ou commerciaux imputables à un établissement stable situé dans cet autre Etat contractant et
  - (b) de revenus ayant leur source dans cet autre Etat contractant conformément aux limitations prévues par la présente Convention.
- (3) Les dispositions de la présente Convention ne peuvent

être interprétées comme réduisant d'une manière quelconque les exonérations, abattements, crédits ou autres déductions qui sont ou seront accordés

- (a) par la législation d'un Etat contractant pour la détermination de l'impôt prélevé par cet Etat
  - (b) par tout autre accord intervenu entre les Etats contractants.
- (4) (a) Les Etats-Unis peuvent procéder à l'imposition de leurs ressortissants et résidents comme si la présente Convention n'existaient pas.
- (i) La présente disposition ne concerne pas les règles prévues par l'article 20 (Prestations de sécurité sociale), l'article 23 (suppression de la double imposition) et l'article 24 (non-discrimination).
  - (ii) La présente disposition ne concerne pas non plus les règles prévues par les articles 17, 18 et 21 (Etudiants, Enseignants, Règles d'application en ce qui les concerne) quand elles sont applicables à des personnes physiques qui ne sont pas citoyens des Etats-Unis et qui n'ont pas, aux Etats-Unis, le statut d'immigrant.
  - (iii) La présente disposition ne con-

cerne pas les règles prévues par les articles 16 et 21 (Fonctions publiques, Règles d'application en ce qui les concerne) quand elles s'appliquent

- à une personne physique qui n'est pas citoyen des Etats-Unis et qui n'a pas aux Etats-Unis un statut d'immigrant ;
- à une personne physique qui, ayant aux Etats-Unis un statut d'immigrant, a opté pour l'application de ces articles ; dans ce cas, cette personne devra accepter que toute année civile ou portion d'année civile pour lesquelles s'appliquent les articles 16 et 21 ne comptera pas comme période pendant laquelle elle a résidé ou été physiquement présente aux Etats-Unis dans le calcul des périodes de résidence ou de présence aux Etats-Unis qui sont requises pour la naturalisation selon la législation des Etats-Unis concernant l'immigration et la nationalité.

(b) Sous réserve des dispositions de l'article 23, la France peut procéder à l'imposition de ceux de ses résidents qui sont des professionnels du spectacle, tels que les artistes de théâtre, de cinéma, de radio ou de télévision, les musiciens et les athlètes, à raison des revenus visés aux articles 14 et 15 (revenus de services personnels) qui proviennent d'activités exercées ou de ser-

vices rendus aux Etats-Unis.

- (5) Toute transaction dans laquelle un ordre d'achat, de vente ou d'échange de valeurs mobilières ou de marchandises provenant d'un Etat contractant est exécuté dans l'autre Etat, par l'intermédiaire d'une bourse de valeurs ou de marchandises, est exonérée dans le premier Etat des droits de timbre ou des droits de même nature qui auraient autrement été exigibles.

#### Article 23

##### SUPPRESSION DE LA DOUBLE IMPOSITION

La double imposition des revenus est évitée de la manière suivante :

- (1) Les citoyens, les résidents ou les sociétés des Etats-Unis sont autorisés à déduire de l'impôt des Etats-Unis prévu au paragraphe (1) de l'article 1 le montant approprié des impôts sur le revenu qu'ils ont acquittés en France. Ce montant est basé sur l'impôt français qui a été acquitté mais ne peut excéder la fraction de l'impôt des Etats-Unis correspondant au rapport existant entre le revenu net de source française et le revenu net total.

- (2) Dans le cas de la France :

- (a) Les revenus autres que ceux visés au paragraphe (b) ci-dessous sont exonérés des impôts français prévus au paragraphe (1) de l'article 1, pour autant que ces revenus sont, du fait de la Convention, imposables aux Etats-Unis.

- (b) En ce qui concerne les revenus imposables

dans les deux Etats contractants en vertu des dispositions de la présente Convention, la France accorde aux résidents français qui reçoivent de tels revenus des Etats-Unis un crédit d'impôt correspondant au montant de l'impôt prélevé aux Etats-Unis. Ce crédit, qui ne peut excéder le montant de l'impôt français perçu sur lesdits revenus, est imputable sur les impôts visés au paragraphe (1) (b) (i) de l'article 1 de la présente Convention dans les bases d'imposition desquels les revenus en cause sont compris.

(c) Nonobstant les dispositions des paragraphes (a) et (b), l'impôt français est calculé sur les revenus imposables en France en vertu de la présente Convention en appliquant le taux correspondant au total des revenus imposables d'après la législation française.

(3) Un résident d'un Etat contractant qui dispose d'une ou plusieurs résidences sur le territoire de l'autre Etat contractant ne peut être soumis dans cet autre Etat à un impôt sur le revenu selon une base forfaitaire déterminée d'après la valeur locative de cette ou de ces résidences.

Article 24

NON-DISCRIMINATION

(1) Un ressortissant d'un Etat contractant qui est un résident de l'autre Etat contractant n'est pas soumis dans cet autre Etat contractant à des impôts plus

lourds que ceux que supporte un ressortissant de cet autre Etat contractant qui est un résident du-dit Etat.

- (2) L'imposition d'un établissement stable qu'un résident d'un Etat contractant a dans l'autre Etat contractant n'est pas établie dans cet autre Etat d'une façon moins favorable que l'imposition d'un résident de cet autre Etat exerçant la même activité. Cette disposition ne peut être interprétée comme obligeant un Etat contractant à accorder aux résidents de l'autre Etat contractant les déductions personnelles, abattements et réductions d'impôt en fonction de la situation ou des charges de famille qu'il accorde à ses propres résidents. Les dispositions du présent paragraphe ne peuvent être interprétées en vue de faire obstacle à l'application des dispositions de l'article 13 de la Convention (bénéfices réalisés par les succursales) ni d'empêcher les Etats-Unis de prélever une charge fiscale comparable sur les revenus d'un établissement stable possédé aux Etats-Unis par un résident français.
- (3) Une société d'un Etat contractant, dont le capital est en totalité ou en partie, directement ou indirectement, détenu ou contrôlé par un ou plusieurs résidents de l'autre Etat contractant, n'est soumise dans le premier Etat contractant à aucune imposition ou obligation y relative qui est autre ou plus lourde que celle à laquelle est ou peut être assujettie une société du premier Etat contractant qui a les mêmes activités et dont le capital appartient entièrement à un ou plusieurs résidents de ce

premier Etat contractant.

Article 25

PROCEDURE AMIABLE

- (1) Lorsqu'un résident d'un Etat contractant estime que les mesures prises par un Etat contractant ou par chacun des deux Etats entraînent ou entraîneront pour lui une imposition non conforme à la présente Convention, il peut, indépendamment des recours prévus par la législation nationale de ces Etats, soumettre son cas à l'autorité compétente de l'Etat contractant dont il est résident.
- (2) Les autorités compétentes des Etats contractants s'efforceront par voie d'accord amiable, de résoudre les difficultés ou de dissiper les doutes auxquels peut donner lieu l'application de la Convention. En particulier, les autorités compétentes des Etats contractants peuvent se consulter en vue de parvenir à un accord
  - (a) pour que les bénéfices industriels et commerciaux revenant à un résident d'un Etat contractant et à son établissement stable situé dans l'autre Etat contractant soient imputés d'une manière identique ;
  - (b) pour que les revenus revenant à un résident d'un Etat contractant et à toute personne associée visée à l'article 8 soient attribués d'une manière identique ;
  - (c) ou pour que la source d'éléments déterminés du revenu soit déterminée d'une manière identique.
- (3) Les autorités compétentes des Etats contractants

peuvent communiquer directement entre elles en vue de parvenir à un accord comme il est indiqué aux paragraphes précédents. Les autorités compétentes peuvent se rencontrer pour procéder à des échanges de vue oraux si elles jugent qu'ils faciliteront cet accord.

- (4) Lorsque les autorités compétentes parviennent à un accord, les Etats contractants établissent les impositions et octroient le remboursement ou le crédit d'impôt conformément à cet accord.

Article 26

ECHANGE DE RENSEIGNEMENTS

- (1) Les autorités compétentes des Etats contractants échangeront les renseignements nécessaires pour l'application des dispositions de la présente Convention ou pour prévenir la fraude ou l'évasion fiscale en ce qui concerne les impôts qui font l'objet de cette Convention. Tout renseignement ainsi échangé est tenu secret et ne peut être communiqué qu'aux personnes (y compris les tribunaux et les organismes administratifs) qui sont chargées de l'assiette, du recouvrement et de la perception des impôts faisant l'objet de la présente Convention ainsi que des poursuites afférentes à ces impôts.
- (2) Les dispositions du paragraphe (1) ne peuvent en aucun cas être interprétées comme imposant à l'un des Etats contractants l'obligation :
- (a) de prendre des dispositions administratives dérogeant à sa propre législation ou à sa pratique administrative ou à cel-

le de l'autre Etat contractant ;

- (b) de fournir des renseignements qui ne pourraient être obtenus sur la base de sa propre législation ou dans le cadre de sa pratique administrative normale ou de celle de l'autre Etat contractant ;
- (c) de transmettre des renseignements qui révéleraient un secret commercial, industriel, professionnel ou un procédé commercial ou des renseignements dont la communication serait contraire à l'ordre public.

(3) L'échange de renseignements sera effectué, soit d'office, soit sur demande en ce qui concerne des cas concrets. Les autorités compétentes des Etats contractants établiront d'un commun accord la liste des renseignements qui seront communiqués d'office.

#### Article 27

##### ASSISTANCE EN MATIERE DE RECOUVREMENT

(1) Les deux Etats contractants conviennent de se prêter mutuellement assistance et appui pour le recouvrement des impôts visés par la présente Convention ainsi que des intérêts, frais, suppléments ou majorations d'impôts et amendes ne présentant pas un caractère pénal au regard de la législation de l'Etat requis, lorsque lesdits impôts sont définitivement dus en application des lois de l'Etat demandeur.

(2) Dans le cas d'une demande de recouvrement d'impôt, les créances fiscales de chacun des Etats contractants qui ont été définitivement déterminées, seront acceptées, aux fins de recouvrement, par l'autre Etat contractant et perçues dans cet Etat conformément

aux lois applicables pour le recouvrement et la perception de ses propres impôts.

- (3) La demande sera accompagnée des documents exigés par les lois de l'Etat requérant pour établir que les impôts sont définitivement dus.
- (4) Si la créance fiscale n'a pas un caractère définitif, l'Etat requis prendra les mesures conservatoires autorisées par sa propre législation fiscale, pour le recouvrement de ses propres impôts, y compris les mesures concernant les transferts de biens par des étrangers non résidents.
- (5) L'assistance prévue au présent article ne sera pas accordée lorsqu'il s'agit de nationaux, sociétés ou autres personnes morales de l'Etat auquel elle est demandée.

#### Article 28

##### FONCTIONNAIRES DIPLOMATIQUES ET CONSULAIRES

Les dispositions de la présente Convention ne portent pas atteinte aux priviléges fiscaux dont bénéficient les fonctionnaires diplomatiques ou consulaires en vertu soit des règles générales du droit des gens, soit des dispositions d'accords particuliers.

#### Article 29

##### EXTENSION TERRITORIALE

- (1) La présente Convention peut être étendue, telle quelle ou avec les modifications nécessaires aux Territoires d'Outre-Mer de la République française qui perçoivent des impôts de caractère analogue à ceux auxquels s'applique la Convention. Une telle extension prend effet à partir de la date,

avec les modifications et dans les conditions qui sont fixées d'un commun accord entre les Etats contractants par échange de notes diplomatiques ou selon toute autre procédure conforme à leurs dispositions constitutionnelles.

- (2) A tout moment après l'expiration d'une période d'une année à compter de la date effective d'une extension accordée en vertu du paragraphe (1), l'un ou l'autre des Etats contractants pourra, par une note écrite de dénonciation donnée à l'autre Etat contractant par la voie diplomatique, mettre fin à l'application des dispositions concernant l'un quelconque des territoires auquel elles auraient été étendues ; dans ce cas, les dispositions cesseront d'être applicables à ce territoire à compter inclusivement du 1<sup>er</sup> janvier suivant la date de la note, sans toutefois qu'en soit affectée l'application desdites dispositions aux Etats-Unis, à la France ou à tout autre territoire auquel elles auraient été étendues et qui ne serait pas mentionné dans la note de dénonciation.
- (3) A moins que les deux Etats contractants n'en soient convenus autrement, lorsque la Convention sera dénoncée par l'un d'eux en vertu de l'article 32, elle cessera de s'appliquer à tout territoire auquel elle a été étendue conformément au présent article.

#### Article 30

##### ECHANGE DE RENSEIGNEMENTS OFFICIELS

- (1) Les autorités compétentes des Etats contractants s'aviseront mutuellement des modifications apportées à la législation fiscale visée à l'article 1 (1) et

de l'adoption de tous impôts visés à l'article 1  
(2) en se transmettant le texte de toutes les modifications ou mesures nouvelles, au moins une fois par an.

- (2) Les autorités compétentes des Etats contractants se transmettront mutuellement le texte de tous les documents publiés au sujet de l'interprétation de la présente Convention d'après leur législation respective, qu'il s'agisse de règlements, de circulaires ou de décisions judiciaires.
- (3) S'il paraît opportun, en raison de changements intervenus dans la législation fiscale de l'un des Etats contractants, d'adapter certaines dispositions de la présente Convention sans que ses principes généraux en soient affectés, les adaptations nécessaires seront fixées d'un commun accord entre les Etats contractants par échange de notes diplomatiques ou selon toute autre procédure conformé à leurs dispositions constitutionnelles respectives.

#### Article 31

##### ENTREE EN VIGUEUR

- (1) Cette Convention sera ratifiée et les instruments de ratification seront échangés à Washington. Elle entrera en vigueur un mois après la date de l'échange des instruments de ratification. Ses dispositions s'appliqueront pour la première fois :
- (a) en ce qui concerne la France :
- (i) pour les impôts perçus par voie de retenue à la source, aux produits mis en paiement et aux transactions effectuées à compter de la date

d'entrée en vigueur de la présente

Convention ;

(ii) pour les autres impôts sur le revenu, aux impôts établis au cours de l'année d'imposition 1967 ; et

(iii) pour l'impôt sur les opérations de bourse, à la date d'entrée en vigueur de la présente Convention.

(b) en ce qui concerne les Etats-Unis :

(1) pour le taux de l'impôt retenu à la source, aux sommes perçues à compter de la date d'entrée en vigueur de la présente Convention ;

(ii) pour les autres impôts sur le revenu, aux années d'imposition commençant à compter du 1er janvier 1967.

(2) L'entrée en vigueur de la présente Convention mettra fin :

(a) à la Convention du 25 juillet 1939 en matière d'impôts sur le revenu et autres taxes,

(b) à la Convention du 18 octobre 1946, au Protocole additionnel du 17 mai 1948 et à la Convention du 22 juin 1956, dans la mesure où ils concernent les impôts sur le revenu et le capital et l'impôt sur les opérations de bourse.

Les dispositions de ces Conventions et de ce Protocole cesseront de s'appliquer à compter de la date à laquelle les dispositions correspondantes de la présente Convention entreront en vigueur pour la première fois conformément à l'alinéa (1) ci-dessus.

Article 32DENONCIATION

La présente Convention demeurera en vigueur tant qu'elle n'aura pas été dénoncée par l'un des Etats contractants. Chacun des Etats contractants peut dénoncer la Convention par voie diplomatique avec un préavis minimum de six mois avant la fin de chaque année civile et à partir de l'année 1970. Dans ce cas, la Convention cessera d'être applicable :

## (1) Pour la France :

- (a) en ce qui concerne les impôts perçus par voie de retenue à la source, le 1er janvier de l'année suivant celle au cours de laquelle le préavis a été notifié ;
- (b) en ce qui concerne les autres impôts sur le revenu, pour toute année d'imposition commençant à compter du 1er janvier de l'année suivant celle au cours de laquelle le préavis a été notifié ;
- (c) en ce qui concerne l'impôt sur les opérations de bourse, pour toutes les transactions intervenues à compter du 1er janvier de l'année suivant celle au cours de laquelle le préavis a été notifié.

## (2) Pour les Etats-Unis :

- (a) en ce qui concerne les impôts perçus par voie de retenue à la source, le 1er janvier de l'année suivant celle au cours de laquelle le préavis a été notifié ;
- (b) en ce qui concerne les autres impôts sur le revenu, pour toute année d'imposition commençant à compter du 1er janvier de

l'année suivant celle au cours de laquelle  
le préavis a été notifié

(c) en ce qui concerne les impôts visés au pa-  
ragraphe (2) de l'article 1, pour toutes  
les transactions intervenues à compter du  
1er janvier de l'année suivant celle au  
cours de laquelle le préavis a été notifié.

En foi de quoi les plénipotentiaires respec-  
tifs ont signé la présente Convention.

Fait à Paris, en double exemplaire, en langues  
anglaise et française, les deux textes faisant également  
foi, le vingt-huit juillet mil neuf cent soixante sept.

Pour le Président des  
Etats-Unis d'Amérique,

Pour le Président de la  
République française,

*Charles Evans Hughes Henri Poincaré*

WHEREAS the Senate of the United States of America by its resolution of June 6, 1968, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention subject to the following reservation:

"The extension of this convention to the Overseas Territories of the French Republic, referred to in Article 29, and the adjustments in the provisions of this convention, referred to in Article 30(3), shall become effective for the United States only in accordance with the procedure set forth in Article II, Section 2, of the Constitution of the United States.";

WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on June 19, 1968, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid reservation, and the aforesaid convention was duly ratified on the part of the French Republic;

WHEREAS it is provided in Article 31 of the aforesaid convention that it shall enter into force one month after the date of exchange of the instruments of ratification, the provisions thereof to be effective as prescribed in Article 31;

WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Washington on July 11, 1968;

AND WHEREAS, in accordance with Article 31 of the aforesaid convention, the convention enters into force on August 11, 1968, one month after the date of exchange of the 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 aforesaid convention, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after August 11, 1968, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof, subject to the aforesaid reservation.

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 seventeenth day of July in  
the year of our Lord one thousand nine hundred sixty-eight  
[SEAL] and of the Independence of the United States of America  
the one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

## [EXCHANGE OF NOTES]

MINISTÈRE  
DES  
AFFAIRES ÉTRANGÈRES

LIBERTÉ - ÉGALITÉ - FRATERNITÉ  
RÉPUBLIQUE FRANÇAISE

PARIS, le 28 Juillet 1967

**MONSIEUR L'AMBASSADEUR,**

A l'occasion de la récente négociation de la Convention entre la France et les Etats-Unis en matière d'impôt sur le revenu, à la signature de laquelle il a été procédé ce jour, il a paru souhaitable, pour certaines questions, de consigner par un échange de lettres l'accord auquel sont parvenues les délégations de nos deux pays.

1. Il est entendu que les notes, procès-verbaux et arrangements qui sont intervenus en matière d'impôts sur le revenu entre le gouvernement français et le gouvernement des Etats-Unis à propos des précédentes conventions fiscales et de leurs protocoles sont considérés comme abrogés, y compris notamment ceux de 1955 relatifs aux sociétés cinématographiques américaines. En réponse à une question posée par la délégation des Etats-Unis sur le point de savoir si cette abrogation modifierait le régime fiscal actuellement applicable en France aux sociétés cinématographiques américaines, notamment en ce qui concerne les opérations présentement effectuées par l'intermédiaire d'un mandataire, la délégation française a répondu que les sociétés cinématographiques seraient imposées conformément à la législation fiscale française et aux règles fixées par la convention, et que l'abrogation des arrangements n'entraînerait aucune conséquence fiscale importante.

2. La délégation française a noté que la convention en matière d'impôts sur le revenu s'applique uniquement aux impôts établis par les gouvernements nationaux. Elle a, en conséquence, posé la question de savoir si les dispositions relatives à l'exonération réciproque des entreprises de navigation maritime et aérienne ne devaient pas prévoir une exemption totale dont les deux Parties conviendraient qu'elle s'appliquerait en matière de navigation maritime et aérienne. Les Etats des Etats-Unis possèdent, en effet, des systèmes fiscaux indépendants et l'un d'eux pourrait décider d'assujettir à l'impôt sur le revenu les entreprises françaises de navigation maritime et aérienne. La délégation des Etats-Unis a fait ressortir que cela ne s'était pas produit malgré la longue histoire des conventions fiscales conclues par les Etats-Unis. Il semble qu'il y ait eu une ou deux tentatives de la part d'un gouvernement d'Etat en vue d'imposer des entreprises de navigation maritime protégées par une convention, mais le gouvernement des Etats-Unis est intervenu auprès des autorités fiscales de l'Etat et aucun impôt n'a été réclamé. La délégation des Etats-Unis a donné l'assurance que si le gouvernement d'un Etat cherchait à percevoir un impôt sur les bénéfices des entreprises françaises de navi-

gation maritime et aérienne, le gouvernement des Etats-Unis ferait de son mieux pour persuader l'Etat intéressé de ne pas réclamer d'impôt. Il a été convenu que la patente qui est en France perçue pour le compte des collectivités locales ne s'appliquerait pas aux compagnies de navigation maritime et aérienne des Etats-Unis si les compagnies françaises de navigation maritime et aérienne n'étaient pas assujetties aux Etats-Unis à des impôts sur le revenu prélevés par les Etats.

3. La convention en matière d'impôt sur le revenu entre la France et les Etats-Unis est basée sur le principe qu'aucune disposition de la convention ne peut être interprétée comme privant un résident de l'un des pays signataires des exonérations, crédits ou autres avantages qui lui ont été conférés par la loi. Il est entendu que, conformément à la législation française, lorsqu'une convention en matière d'impôt sur le revenu attribue à la France le droit d'établir un impôt qui n'est pas prélevé en vertu de la législation française, les dispositions du traité priment la loi interne. Toutefois, la délégation française a déclaré qu'il n'était pas dans l'intention du gouvernement français d'imposer les résidents des Etats-Unis ou de France qui n'auraient pas été taxés en l'absence de convention fiscale.

4. Il est entendu que lorsqu'une compagnie d'assurances de l'un des Etats contractants a un établissement permanent dans l'autre Etat contractant les primes de réassurance perçues ne seront prises en compte, pour la détermination des bénéfices imposables, que dans l'Etat contractant dont la compagnie est un résident.

5. La délégation française a appelé l'attention sur une instruction de l'Internal Revenue Service (en date du 23 mars 1964) qui a décidé que les enseignants ne seraient pas exonérés d'impôt aux Etats-Unis en vertu de l'article 10 de la convention de 1939, afin de rendre l'interprétation qui a été faite de cet article aux Etats-Unis conforme à l'interprétation française. La délégation française a déclaré que, conformément à l'interprétation que la France donne actuellement à l'article 10, les enseignants américains en France sont exonérés de l'impôt français. La délégation des Etats-Unis a, en conséquence, donné son accord pour que l'instruction visée ci-dessus soit, dans la mesure où elle s'applique aux enseignants, annulée à compter du 23 mars 1964 sur la base de la reciprocité.

J'ai l'honneur de vous proposer que la présente lettre et la réponse de Votre Excellence constituent l'accord de nos deux Gouvernements sur ces différents points.

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

HERVÉ ALPHAND

Son Excellence Monsieur CHARLES E. BOHLEN  
Ambassadeur des Etats-Unis d'Amérique  
à Paris

PARIS, July 28, 1967.

DEAR MR. AMBASSADOR:

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

In connection with the recently negotiated Income Tax Convention between the United States and France, which has been signed today, certain questions arose with respect to which it was deemed appropriate that there be an exchange of Notes recording the agreement reached by the delegations from our two countries.

1. It is understood that the notes, minutes and arrangements relating to income taxes which were entered into between the French Government and the United States Government in connection with the prior tax Conventions and their Protocols are considered abrogated, including in particular those of 1955 relating to American motion picture companies. In response to a question raised by the United States delegation as to whether this abrogation would change the present French tax treatment of American motion picture companies, particularly with respect to the operations presently effected through an authorized agent, the French delegation replied that the motion picture companies would be taxed in accordance with French tax law and the rules laid down by the Convention, and that the abrogation of the arrangements would not entail any important tax consequences.

2. The French delegation noted that the Income Tax Convention applies only to taxes imposed by the national governments. Consequently, it raised the question of whether the provisions relating to the reciprocal exemption of airlines and shipping companies should not provide for complete exemption from tax which both sides would agree would apply with respect to airlines and shipping companies. Individual States in the United States have independent tax systems and one of them may decide to levy an income tax on French airlines or shipping companies. The United States delegation pointed out that this has not occurred despite the long history of tax conventions concluded by the United States. It seems that there were one or two attempts by a State government to tax shipping companies covered by a convention, but the United States Government intervened with the State tax authorities and no tax was levied. The United States delegation gave its assurance that if a State government should seek to levy a tax on the profits of French shipping and airline companies the United States Government would do its best to persuade the State involved not to levy any tax. It was agreed that the license tax ("patente") levied in France on behalf of local authorities would not apply to United States airlines and shipping companies.

if French airlines and shipping companies are not subject to State income taxes in the United States.

3. The Income Tax Convention between France and the United States is based on the principle that no provision of the Convention may be construed so as to deprive a resident of one of the signatory countries of any of the exemptions, credits, or other benefits conferred upon him by law. It is understood that, in accordance with French law, when an income tax convention recognizes the right of France to establish a tax which is not levied pursuant to French laws, the treaty provisions take precedence over the domestic law. However, the French delegation stated that it is not the intent of the French Government to levy taxes on residents of the United States or of France which would not have been levied in the absence of a tax convention.

4. It is understood that when an insurance company of one of the Contracting States has a permanent establishment in the other Contracting State, the reinsurance premiums received shall be taken into account for the determination of taxable profits only in the Contracting State of which the company is a resident.

5. The French delegation called attention to a ruling of the Internal Revenue Service (published March 23, 1964), to the effect that professors and teachers would not be exempt from tax in the United States under Article 10 of the 1939 Convention, in order to bring the United States interpretation of that Article into conformity with the interpretation placed upon it by France. The French delegation stated that, under the interpretation that France now gives to Article 10, American teachers and professors in France are exempt from the French tax. Accordingly, the United States delegation has agreed that the ruling referred to above, to the extent that it applied to professors and teachers, will be cancelled as of March 23, 1964, on the basis of reciprocity.

I have the honor to propose to you that the present Note and Your Excellency's reply thereto constitute the agreement of our two Governments on these various points.

I have the honor to confirm to you that my Government is in agreement with the statements in Your Excellency's Note.

Please accept, dear Mr. Ambassador, the assurances of my highest consideration.

CHARLES E BOHLEN

His Excellency,  
HERVÉ ALPHAND,  
*Ambassador of France,*  
*Secretary General of the*  
*Ministry of Foreign Affairs,*  
*Paris.*

## CHILE

### Extension of Loan of Vessels: USS *Springer*, USS *Spot*, USS *Wadleigh*, and USS *Rooks*

*Agreement effected by exchange of notes  
Signed at Santiago May 13 and 17, 1968;  
Entered into force May 17, 1968.*

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

No. 809

SANTIAGO, May 13, 1968

**EXCELLENCE:**

I have the honor to refer to the agreement effected by an exchange of notes signed at Santiago dated June 28 and July 16, 1960, as supplemented by the exchange of notes signed at Washington dated December 2 and December 7, 1960,[<sup>1</sup>] concerning the loan of naval vessels, and to recent conversations between the representatives of our two governments regarding your government's request for an extension of the period of the loan for the submarine Thomson ("Springer" SS-414), the submarine Simpson ("Balao" Class "Spot" SS-13) and two destroyers EX "Fletcher" Class Blanco Encalada ("Wadleigh" DD-689) and Cochrane ("Rooks" DD-304) respectively.

I have the honor to inform you that the Government of the United States is agreeable that the period of the loan of the destroyers and the submarines be extended to a period of ten years from the date of delivery under the terms and conditions of the agreements referred to above.

This agreement may be terminated at any time by either party. Upon termination, arrangements will be made to return the vessels promptly to United States custody.

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

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<sup>1</sup> TIAS 4589, 4638; 11 UST 2197, 2527.

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

EDWARD M. KORRY

His Excellency

GABRIEL VALDES SUBERCASEAUX,  
Minister of Foreign Affairs,  
Santiago.

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

REPUBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

DRI  
RIA N° 9958

SANTIAGO, 17 de mayo de 1968.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de su nota N° 809, de 13 de mayo en curso, por la cual se refiere al cambio de notas suscritas en Santiago con fecha 28 de junio y 16 de julio de 1960, y complementado por cambio de notas suscritas en Washington los días 2 y 7 de diciembre de 1960, relacionado con el préstamo de naves, y a las recientes conversaciones sostenidas entre representantes de nuestros dos gobiernos, respecto de la extensión del plazo de préstamo de los submarinos "Thompson" (ex-USS 414 "Springer") y "Simpson" (ex-USS 412 "Spot") y de los destructores "Blanco Encalada" (ex-DD 689 "Wadleigh") y "Cochrane" (ex-DD 804 "Rooks").

2. Mi Gobierno acepta y agradece la renovación del plazo de préstamo de las citadas unidades navales por un período de diez años, a contar de la fecha de entrega, conforme a los términos y condiciones de los convenios antes citados.

3. En consecuencia, tengo el honor de manifestar a Vuestra Excelencia mi conformidad en el sentido de que la nota N° 809 y esta respuesta constituyen conjuntamente un acuerdo entre nuestros dos gobiernos respecto de la materia en referencia, el cual comenzará a regir con esta fecha.

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

GABRIEL VALDES SUBERCASEAUX

Al Excelentísimo Señor

EDWARD M. KORRY  
Emabajador de los  
Estados Unidos de America  
Presente

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN AFFAIRS

DRI  
RIA No. 9958

SANTIAGO, May 17, 1968

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 809 of May 13, 1968 referring to the exchange of notes signed at Santiago on June 28 and July 16, 1960, as supplemented by the exchange of notes signed at Washington on December 2 and 7, 1960, concerning the loan of naval vessels, and to recent conversations between the representatives of our two Governments regarding the extension of the period of the loan for the submarines "*Thompson*" (ex-USS-414 "*Springer*") and "*Simpson*" (ex-USS-412 "*Spot*"), and the destroyers "*Blanco Encalada*" (ex-DD-689 "*Wadleigh*") and "*Cochrane*" (ex-DD-804 "*Rooks*").

2. My Government accepts and expresses its thanks for the extension of the period of the loan of the aforesaid naval units for ten years from the date of delivery, under the terms and conditions of the agreements referred to above.

3. In view of the foregoing, I have the honor to inform Your Excellency of my approval that Note No. 809 and this reply shall together constitute an agreement between our two Governments regarding this matter, which shall enter into force on this date.

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

GABRIEL VALDES SUBERCASEAUX

His Excellency

EDWARD M. KORRY,

*Ambassador of the*

*United States of America,*

*City.*

## **MULTILATERAL**

### **Atomic Energy: Application of Safeguards by the IAEA to the United States—Japan Cooperation Agreement**

*Agreement signed at Vienna July 10, 1968;  
Entered into force July 10, 1968.*

**AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY,  
THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS  
BY THE AGENCY TO THE BILATERAL AGREEMENT BETWEEN  
THOSE GOVERNMENTS CONCERNING CIVIL USES  
OF ATOMIC ENERGY**

WHEREAS the Government of the United States of America and the Government of Japan are continuing to co-operate on the civil uses of atomic energy under their Agreement for Cooperation signed on 26 February 1968,<sup>[1]</sup> which requires that equipment, devices and materials made available to Japan by the United States of America be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is, pursuant to its Statute [2] and the action of its Board of Governors, now in a position to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States of America under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 13 June 1968;

NOW, THEREFORE, the Agency and the two Governments agree as follows:

## PART I

### Definitions

**Section 1. For the purposes of this Agreement:**

- (a) "Agency" means the International Atomic Energy Agency;
- (b) "Board" means the Board of Governors of the Agency;
- (c) "Agreement for Cooperation" means the Agreement between the Government of Japan and the Government of the United States of America for Cooperation on the Civil Uses of Atomic Energy signed on 26 February 1968;
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961;
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10;
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute;
- (g) "Safeguards Document" means Agency document INFCIRC/66/Rev.1 and Annex II thereto, containing provisions for safeguarded nuclear material in conversion plants and fabrication plants, the text of which is set forth in Agency document GC(XII)/INF/99, which was approved by the Board on 13 June 1968.

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<sup>1</sup> TIAS 6517; *ante*, p. 5214.

<sup>2</sup> TIAS 3873; 8 UST 1093.

**PART II****Undertakings by the Governments and the Agency**

**Section 2.** The Government of Japan undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for the Government of Japan.

**Section 3.** The Government of the United States of America undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the Government of the United States of America.

**Section 4.** The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose. The application of safeguards by the Agency to such equipment and facilities shall be solely for the purpose of ensuring that nuclear materials produced, used or processed in such equipment or facilities are not used in such a way as to further any military purpose.

**Section 5.** The Government of Japan and the Government of the United States of America undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

**Section 6.** The Government of the United States of America agrees that its rights under Article XI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to material, equipment and facilities while they are listed in the Inventory for the Government of Japan. It is understood that no other rights and obligations of the Government of Japan and the Government of the United States of America between themselves under Article XI and under other provisions of the Agreement for Cooperation will be affected by this Agreement.

**Section 7.** If the Agency is relieved, pursuant to Section 23(a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be deleted from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is deleted from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

**Section 8.** The Government of Japan and the Government of the United States of America shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

**PART III****Inventories and Notifications****Section 9.**

- (a) The inventories of materials, equipment and facilities within the jurisdiction of the Government of Japan and the Government of the United States of America which are, at the time this Agreement enters into force, subject to Agency safeguards under the Agreement between the United States of America, Japan and the Agency signed 23 September 1963<sup>1</sup>] shall constitute the Inventories for the respective Governments under this Agreement and the Agency will continue to apply safeguards to such materials, equipment, and facilities.
- (b) Thereafter the Government of Japan and the Government of the United States of America shall jointly notify the Agency of:

<sup>1</sup> TIAS 5429, 6388; 14 UST 1265; 18 UST 2938.

- (i) Any transfer from the United States of America to Japan under their Agreement for Cooperation of materials, equipment or facilities which are subject to safeguards under that Agreement; and
- (ii) Any transfer from Japan to the United States of America of any special fissionable material which has been included in the Inventory for the Government of Japan pursuant to Section 12.
- (c) Either the Government of Japan or the Government of the United States of America, whichever is concerned, shall also thereafter notify the Agency of any other equipment and facilities which as a consequence of the transfers referred to in paragraph (b) of this Section come within the scope of the category described in Section 10(b) or (e).
- (d) The Agency shall, within 30 days of its receipt of a notification under this Section, advise both Governments either:
  - (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
  - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under which conditions it would be able to apply safeguards thereto if the Governments so desire.

**Section 10.** The Agency shall establish and maintain the Inventory with respect to each Government which shall be divided into three Categories.

- (a) Category I of the Inventory with respect to the Government of Japan shall list:
  - (i) Equipment and facilities transferred to Japan which are subject to safeguards under the Agreement for Cooperation;
  - (ii) Material transferred to Japan which is subject to safeguards under the Agreement for Cooperation or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document;
  - (iii) Special fissionable materials produced in Japan, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
  - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (b) Category II of the Inventory with respect to the Government of Japan shall list:
  - (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for the Government of Japan; and
  - (ii) Any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of Japan.
- (c) Category III of the Inventory with respect to the Government of Japan shall list any nuclear material which would normally be listed in Category I of the Inventory for the Government of Japan but which is not so listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (e) Category I of the Inventory with respect to the Government of the United States of America shall list:
  - (i) Special fissionable material of whose transfer from Japan the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; or
  - (ii) Special fissionable material produced in the United States of America, as specified in Section 12, or any material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document.

- (e) Category II of the Inventory with respect to the Government of the United States of America shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of the United States of America.
- (f) Category III of the Inventory with respect to the Government of the United States of America shall list any material which would normally be listed in Category I of the Inventory for the Government of the United States of America but which is not so listed because:
  - (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Section 9(b)(i) shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Japan, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the name and address of the end user and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities described in Section 10(a), 10(b)(i) or 10(d). Upon receipt by the Agency of the notification, such produced special fissionable material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the Inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. The Government of Japan shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(iv). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material processed or used as specified in Section 10(a)(iv) shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall jointly notify the Agency of the transfer to the United States of America of any materials, equipment or facilities listed in the Inventory for the Government of Japan. Upon receipt thereof by the United States of America:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for the Government of Japan to Category I of the Inventory for the Government of the United States of America;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities shall not be transferred unless;

- (a) Arrangements have been made by the Agency to safeguard such materials, equipment or facilities; or
- (b) The materials, equipment or facilities will be subject to safeguards other than those of the Agency but generally consistent with such safeguards and accepted by the Agency.

Such materials, equipment or facilities shall upon transfer be deleted from the Inventory.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a principal nuclear facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, the Government concerned shall notify the Agency of the facility pursuant to Section 9(c) before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 14, 15 and 16 shall, unless otherwise agreed with the Agency, be sent to the Agency at least two weeks before the material, equipment or facility is to be transferred. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

## PART IV

### Exemption, Suspension and Termination

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15. Safeguards on nuclear material other than that covered by the preceding sentence shall be terminated as provided in paragraph 26 of the Safeguards Document and nuclear material for which safeguards are so terminated shall thereupon be deleted from the Inventory.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

## PART V

### Safeguards Procedures

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures and for the application of safeguards to any materials and equipment subject to safeguards under the Agreement for Cooperation. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII.C of the Statute.

The Agency shall promptly notify both Governments in the event of any determination by the Board pursuant to this Section.

**PART VI****Agency Inspectors**

**Section 24.** Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the United States of America and in Japan shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

**Section 25.** The Government of Japan shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency [¹] to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

**Section 25.** The Government of Japan shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

**Section 26.** The provisions of the International Organizations Immunities Act of the United States of America [²] shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

**PART VII****Finance**

**Section 27.** In connection with the implementation of this Agreement all expenses incurred by, or at the request or direction of the Agency, its inspectors or other officials will be borne by the Agency and neither the Government of Japan nor the Government of the United States of America shall be required to bear any expense for equipment, accommodation, or transport furnished pursuant to provisions of paragraph 6 of the Inspectors Document.

**PART VIII****Settlement of Disputes**

**Section 28.** Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be transmitted to an arbitral tribunal composed as follows;

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. The decisions of the

<sup>1</sup> 374 UNTS 147.

<sup>2</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them, in accordance with their respective constitutional procedures. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

Section 29. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VII, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

## PART IX

### Amendment, Modifications, Entry into Force and Duration

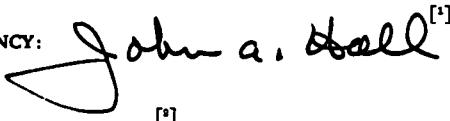
Section 30. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

Section 31. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Government of Japan and of the Government of the United States of America.

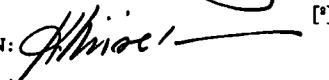
Section 32. This Agreement shall remain in force during the term of the Agreement for Cooperation unless terminated by any Party upon six months notice to the other Parties or as may otherwise be agreed.

DONE in Vienna, this 10<sup>th</sup> day of July 1968, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

 [1]

For the GOVERNMENT OF JAPAN:

 [2]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [3]

[SEAL]

<sup>1</sup> John A. Hall

<sup>2</sup> K. Niiseki

<sup>3</sup> Jack Vanderryn

# **CEYLON**

## **Agricultural Commodities**

*Agreement signed at Colombo June 21, 1968;  
Entered into force June 21, 1968.*

### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CEYLON FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of Ceylon have agreed to the sales of the agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the agreement signed on October 27, 1967, [<sup>1</sup>] together with the following Part II:

#### **PART II – PARTICULAR PROVISIONS**

##### **ITEM I. – Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u> (Calendar Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Millions)
Wheat / wheat flour.	1968	150,000 (wheat flour equivalent).	\$12. 9
Ocean transportation (estimated).			2. 1
<b>Total</b>			<b>\$15. 0</b>

##### **ITEM II. – Payment Terms**

###### **Dollar Credit**

1. Initial Payment – None.
2. Number of Installment Payments – 19.
3. Amount of each Installment Payment – First three, \$100,000 each; balance in 16 approximately equal annual amounts.
4. Due Date of First Installment Payment – 2 years after the date of last delivery in each calendar year.
5. Initial Interest Rate – 2 percent.
6. Continuing Interest Rate – 2½ percent.

<sup>1</sup> TIAS 6405 ; 18 UST 3141.

**ITEM III. - Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period (Calendar Year)</u>	<u>Usual Marketing Requirement</u>
Wheat/wheat flour.	1968	200,000 Metric Tons (wheat flour equivalent).

**ITEM IV. - Export Limitations:**

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be Calendar Year 1968 or any subsequent Calendar Year during which such commodity financed under this agreement is being imported and utilized.
- B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be same as, or like, the commodities financed under this agreement are: Foodgrains and products thereof including all types of wheat, wheat flour, corn, millet and rice.

**ITEM V. - Self-Help Measures:**

The October 27, 1967 agreement contains specific agricultural self-help provisions being undertaken by the Government of Ceylon within the framework of its five-year agricultural development program. The Government of Ceylon continues to accord high priority to their execution. In further pursuit of these goals, the Government of Ceylon is making every effort to:

- (1) Raise paddy production to 61.4 million bushels in 1968, with programs to achieve this goal concentrating on improving yields from existing croplands particularly those with the highest production potentials;
- (2) Expand the use of fertilizer for paddy to 89,000 tons for the two 1968 crop seasons;
- (3) Increase the proportion of rice acreage planted to high-yielding varieties;
- (4) Increase the utilization and productivity of presently irrigated lands through improved water management and other needed actions; and
- (5) Maintain rice supply and import policies that assure producer prices at incentive levels.

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

The proceeds accruing to the importing country from sales of commodities received under this agreement shall be devoted to achievement of the agricultural self-help measures specified in Item V and to other economic development objectives.

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

DONE at Colombo, in duplicate, this 21st day of June, 1968.

FOR THE GOVERNMENT  
OF CEYLON:

G. V. P. SAMARASINGHE

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

ANDREW V. CORRY

[SEAL]

[SEAL]

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27 වැනි දින එස්ස් තරේන්ත යෙදුන සිංහලේ ශේලර ණය අවුණුවක් යා  
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11 කෙටය:

11 කෙටය - විශේෂ ප්‍රතිඵලන

1 විශය - වෙළඳ ඉවා සටහන:

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<u>මුළු ප්‍රතිඵලය (අදාළෙන්වූ නම)</u>			<u>2.1</u>
එකතුව:			යේ : 15.0

11 විශය - යෙවීමේ කෙතෙයි:

ශේලර නය

1. මුලික යෙවීම් - තුළ.

2. යෙවීමේ මුදල එරෙහි - 19.

3. එක් එක් එර මුදල මුළුරු - මුදල එර දැන යේ : 1,00,000 බණිත්;  
දුනිරි 16 දල වශයෙන් සංඛ මුදල එර යන්නකින්.

4. මුදල එර මුදල යෙවීය පුදු දිනය - එක් එක් ලින් ව්‍යිඛ් අවකන යරදිම  
තර අවුරුදු දෙනෙක් රුපුව.

5. මුලික යෙවීමේ අනුයාතය - සියලු 2 දි.

6. සංඛ යෙවීමේ අනුයාතය - සියලු 2-1/2 දි.

## III വൈദിക - ദാതാവിജ്ഞാന വൈദിക പരിശീലനം

ବେଳେଦ୍ଧ କୁର୍ମା

## ଫୁନ୍ଦାମେନ୍ଟ୍ ପ୍ରସ୍ତରିକା

## ଯୁଦ୍ଧକ ଉତ୍ସବରେ ଅବ୍ୟାପ୍ତିରେ

ପିଲ୍ଲା/ପିଲ୍ଲା ପରି

1968

ලෙවිජේ දොස් 2,00,000 (තිහු පිටි  
ඡලුව)

## 1/ ටෙය - අරනයන දේශීල්වත්:

ಇ. ಪೆರು ಹಿಡಿಪ್ಪಾರ್ಟಿ ಅವಿಷ್ಯಕ ಪ್ರೀತಿಗೆ ಮೈದಾನ ಬೆಳೆ ಉತ್ತರ ಉತ್ತರ ಪ್ರೀತಿಗೆ ಪ್ರೋಟೋ ಟ್ರಾವ್ಲ್ ಡಾಮ್ ಡಾಮ್‌ಎಂಬಿ-  
ಡೆಂಬ್ ಪ್ರೀತಿಗೆ ವಿನಿ ಅರಣ್ಯ ಕ್ರಾಲ್‌ಪ್ರೀತಿಗೆ ಉತ್ತರ ಟ್ರಾವ್ಲ್ ಡ್ಯೂ ರೆಪ್ರೀಟಿ ಉತ್ತರ ಪ್ರೀತಿಗೆ  
ಜ್ಞಾನ ಬೆಳೆಯಾಗುತ್ತಿದ್ದು 1968 ಲ್ರೆಸ್ ವಿಶಿಂ ಹೆಚ್ ಪೆರು ಹಿಡಿಪ್ಪಾರ್ಟಿ ಅವಿಷ್ಯಕ ಪ್ರೀತಿಗೆ ಮೈದಾನ ಬೆಳೆ ಉತ್ತರ  
ಉತ್ತರ ಟ್ರಾವ್ಲ್ ಅರಣ್ಯ ಕ್ರಾಲ್ ಲಂಬಾಕ್‌ಪ್ರೀತಿಗೆ ಇ ರಂಗಾರಣ ಕ್ರಾಲ್ ಲಂಬಾಕ್ ಪ್ರೀತಿಗೆ  
ರಾಜ್ಯ ಲ್ರೆಸ್ ವಿಶಿಂ ಹಿಡಿಪ್ಪಾರ್ಟಿ ಪ್ರೀತಿಗೆ ಪ್ರೀತಿಗೆ.

ఫా. లెత షిరిప్రాతశ 1 వాకి కొరిదే 111ర్డ్ దరక కొనోదేస్టశే అరుణ్లులుల్లప్పుడు ఉన్నామి కేవ చంపి ఉపుకుమి లెట్రోడ్ క్రూస్ ఉయయే లెత షిరిప్రాతశ గరిషే ప్రైడ్లే యెదువుల్లప్పుడు లెత లెట్రోడ్ క్రూస్ లెర్మిడ్; షిరిప్రాత లతివల్లరి థయే తిరిఱ్, తిరిఱ్ పిరి, ధను, మెహరీ ఇ డయల్ ఆశ్వరి ధిష్యాయిర ఇ శీరుయే ఆశ్వర్ తించుదు.

## ✓ വൈദിക - ഔദ്യോഗിക പരിപാലന:

- (3) වි වගකර ඇත් බ්ලේ ප්‍රභාණයේ අධික අංශවලු ලබන වී වන් වගකරනු ලබන අත්තර ප්‍රභාණය වැඩිහිටිව;
  - (4) රෝග වෙත මූළුමුත්‍රලට යලකය තුරෙන් හා අවශ්‍ය වෙනත් ප්‍රකාශන වලදී දැනට එරිතුණී රෘපුකම් යාරය ඇත් ඉවත් යාවේරිය හා පලාතට වැඩි තුරෙටට; හා
  - (5) පිශේෂ දත්ත උත්ස්‍ය කරවන වේවීම්න් යුතුව සහළේ දැඩ්පිට හා ආනයන ප්‍රතිචරණ පටතත් ගැනීමට;
- යෙම උත්ස්‍යයන්ල ගැනීම් සිටියි.

1/ විෂය - ආනයන කරන රටෙක් ඉඟයෙන මුදල් වැය කෙරෙන ආර්ථික පාලනයේ කායේයන්:

මෙම හිටුපුම යටතේ ආනයන කරන රටෙක් උය බෙන වෙළඳ දුවා විස්තරෙන් ඉඟයෙන මුදල් 1/ වැකි විෂය යටතේ විස්තර කර ඇත් ක්‍රිජ්‍යාර්ථකා ආර්ථික ප්‍රතිචරණ අංශයන් හා සෙවු ආර්ථික සාම්බන් අවුණු මුදල් ප්‍රතිච්‍රිත යැත්ම යාය කුඩක් යුතුය.

මෙම හිටුපුමට කාව්ත් වශයෙන් එම කායේ යාය තියෙන බලය පටතෙන් ලැබු රේ ඒ තියෙන් පිහිටි විස්තරයේ අන්තර් තරන ලදී.

පටතේ දෙකක් යුත් මෙම හිටුපුමට 1968  
සොයුනු දී අත්තන් කරන්නට යොදුනි.

අපේරිකා එත්තන් ජනරාජ  
ආණ්ඩුව වෙනුවෙන්,

උකා ආණ්ඩුව  
පෙනුවෙන්.

ANDREW V. CORRY

G.V.P. SAMARISINGHE

In case of any inconsistency between the Sinhala and English texts of the Agreement between the Government of the United States of America and the Government of Ceylon for Sales of Agricultural Commodities signed on June 21, 1968, it is hereby agreed that the English text shall prevail.

GOVERNMENT OF CEYLON

By G.V.P. SAMARISINGHE

Title: *Acting Permanent Secretary to the  
Ministry of Planning & Economic Affairs,  
and*

*Permanent Secretary to the Ministry  
of Defence and External Affairs.*

GOVERNMENT OF THE UNITED STATES OF AMERICA

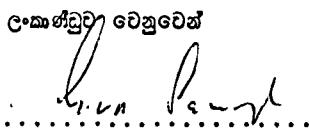
By ANDREW V. CORRY

Title: *Ambassador*

I certify that this is a true and correct translation of the attachment to the Agreement in Sinhala.

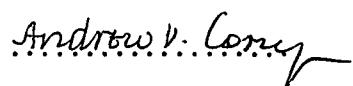
G.V.P. SAMARISINGHE  
*Acting Permanent Secretary to the  
Ministry of Planning & Economic Affairs*  
AND  
*Permanent Secretary to the Ministry  
of Defence and External Affairs.*

කාමිකාරීක වෙළුද ඉත්‍ය ප්‍රකිරීම සංඛ්‍යාධියෝන් ඇමෙටිකා එස්ටරු  
ජනරඩ ආභ්‍යුවත් ලංකාභ්‍යුවත් අතර 1968 ප්‍රති 21 වැනි දින අස්ස්‍ය තරඟාවට  
යෙදුන හිටපුවේ ප්‍රාගල භාජාන් ඉංග්‍රීසි භාජාන් අතර විසියල් කොළඹපෙන  
තැනක් වෙශ්‍යාන් ඉංග්‍රීසි භාජාන් ප්‍රාගල භාජාන් අයිත්‍ය සිවිත බවට මෙයින් එකඟ  
වී ඇත.

ලංකාභ්‍යුවත් වෙනුවෙන්  


නිල නාමය . . මුම සංඛ්‍යාධික හා ආර්ථික කටයුතු අම්බ්‍යායයේ  
වැඩ බලක දේර උපක්‍රමී  
සහ  
රාජ්‍ය ආරක්ෂක හා විදේශ කටයුතු අම්බ්‍යායයේ  
දේර උපක්‍රමී.

ඇමෙටිකා එස්ස්‍ය ජනරඩ ආභ්‍යුවත් වෙනුවෙන්



නිල නාමය: තාක්‍රිජි

මෙය ප්‍රාගල හිටපුවට යෙකෙට ඇති ඇප්පුරුවේ සංඛ්‍යාධික තිබුරදිවූත්  
රාජ්‍ය ආරක්ෂක හා විදේශ කටයුතු අම්බ්‍යායයේ  
දේර උපක්‍රමී.



මුම සංඛ්‍යාධික හා ආර්ථික කටයුතු  
අම්බ්‍යායයේ වැඩ බලක දේර උපක්‍රමී  
සහ  
රාජ්‍ය ආරක්ෂක හා විදේශ කටයුතු  
අම්බ්‍යායයේ දේර උපක්‍රමී.



## PHILIPPINES

### Atomic Energy: Cooperation in Civil Uses

*Agreement signed at Washington June 13, 1968;  
Entered into force July 19, 1968.*

AGREEMENT FOR COOPERATION BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES  
CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the Government of the United States of America and the Government of the Republic of the Philippines signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy" on July 27, 1955, which was amended by the Agreements signed on June 11, 1960, August 7, 1963, and June 27, 1966; ['] and

Whereas the Government of the United States of America and the Government of the Republic of the Philippines desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of the Republic of the Philippines are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

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<sup>1</sup> TIAS 3316, 4515, 5677, 6119; 6 UST 2671; 11 UST 1770; 15 UST 1985; 17 UST 1635.

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy" signed on July 27, 1955, as amended;

The Parties agree as follows:

#### ARTICLE I

The "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy", signed on July 27, 1955, as amended, is superseded on the date this Agreement enters into force.

#### ARTICLE II

For the purposes of this Agreement:

(1) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(2) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

TIAS 6522

(3) "Commission" means the United States Atomic Energy Commission.

(4) "Equipment and devices" and "equipment or devices" means any instrument, apparatus, or facility, and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(5) "Parties" means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of the Republic of the Philippines. "Party" means one of the above "Parties".

(6) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(7) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(8) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(9) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(10) "Source material" means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of the Republic of the Philippines to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of the Republic of the Philippines may determine from time to time.

(11) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission or the Government of the Republic of the Philippines determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing.

(12) "Superseded Agreement" means the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of the Philippines signed by the Parties on July 27, 1955, as amended by the Agreements signed on June 11, 1960, August 7, 1963, and June 27, 1966.

### ARTICLE III

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective

countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

#### ARTICLE IV

Subject to the provisions of Article III, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

- (1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors, and reactor experiments;
- (2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and
- (3) Health and safety problems related to the foregoing.

## ARTICLE V

A. Materials of interest in connection with the subjects of agreed exchange of information as provided in Article IV and subject to the provisions of Article III, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article III and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article IV and subject to the provisions of Article III, equipment and devices, may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

## ARTICLE VI

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this or the superseded Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

## ARTICLE VII

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles V and VIII of this Agreement and subject to the relevant provisions of Article IX and to the provisions of Article X.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the provisions in Article III and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B.

#### ARTICLE VIII

A. During the period of this Agreement, and as hereinafter set forth, the Commission will supply to the Government of the Republic of the Philippines or, pursuant to Article VII, to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, all of the requirements of the Republic of the Philippines for uranium enriched in the isotope U-235 for use as fuel in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in Article X, may be amended from time to time by mutual consent of the Parties without modification of this Agreement.

(1) The Commission will supply such uranium enriched in the isotope U-235 by providing after December 31, 1968, to the same extent as for United States licensees, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Government of the Republic of the Philippines or such authorized persons.

(Upon timely advice that any natural uranium required with

respect to any particular delivery of uranium enriched in the isotope U-235 under such service arrangement is not reasonably available to the Government of the Republic of the Philippines or to such authorized persons, the Commission will be prepared to furnish the required natural uranium on such terms and conditions as may be agreed.)

(2) Notwithstanding the provisions of paragraph A(1) above, if the Government of the Republic of the Philippines or such authorized persons so request, the Commission, at its election, may sell the uranium enriched in the isotope U-235 under such terms and conditions as may be agreed.

B. As may be agreed, the Commission will transfer to the Government of the Republic of the Philippines or to authorized persons under its jurisdiction uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title of uranium enriched in the isotope U-235, the Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A(1) of this Article.

#### ARTICLE IX

A. With respect to transfers by the Commission of uranium enriched in the isotope U-235 provided for in Article VII, paragraph B and Article VIII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be executed on a timely basis between the Commission and the transferee, and

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The Commission may agree to supply uranium enriched in the isotope U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the Commission may consider reasonable to cover abnormal production costs incurred by the Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article X not have been executed, the Commission may request, upon appropriate notice, that the Government of the Republic of the Philippines or other transferees authorized by it execute contracts for all or any

part of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer.

D. It is understood, unless otherwise agreed, that, in order to assure the availability of the entire quantity of uranium enriched in the isotope U-235 allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of the Republic of the Philippines or other transferees authorized by it to execute a contract for that quantity in time to allow for the Commission to provide the material for the first fuel loading. It is also understood that, if the Government of the Republic of the Philippines or other transferees authorized by it desire to contract for less than the entire quantity of uranium enriched in the isotope U-235 allocated for a particular project

or terminate the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U-235 provided for in Article X shall be reduced accordingly, unless otherwise agreed.

E. Within the limitations contained in Article X, the quantity of uranium enriched in the isotope U-235 transferred under Article VII, paragraph B or Article VIII and under the jurisdiction of the Government of the Republic of the Philippines for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

F. When any source material or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

G. Special nuclear material produced as a result of irradiation processes in any part of the fuel leased under this or the superseded Agreement shall be for the account of the lessee

and, after reprocessing as provided in paragraph F of this Article, shall be returned to the lessee, at which time title to such material shall be transferred to the lessee, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with a credit to the lessee based on the prices in the United States of America referred to in paragraph H of this Article, any such special nuclear material which is in excess of the needs of the Republic of the Philippines for such material in its program for the peaceful uses of atomic energy.

H. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors while fueled with materials obtained from the United States of America by means other than lease which is in excess of the needs of the Republic of the Philippines for such material in the Philippine program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or a group of nations in the event the option to purchase is not exercised.

I. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement, or which have been provided to the Government of the Republic of the Philippines under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of the Republic of the Philippines shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source material or special nuclear material or reactor materials which the Commission may lease pursuant to this Agreement, or may have leased pursuant to the superseded Agreement, to the Government of the Republic of the Philippines, the Government of the Republic of the Philippines shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source material or special nuclear material or reactor materials after delivery by the Commission to the Government of the Republic of the Philippines or to any private individual or private organization under its jurisdiction.

#### ARTICLE X

The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to the Republic of the Philippines under Articles V, VII and VIII during the period

of this Agreement for Cooperation or under the superseded Agreement, shall not exceed in the aggregate 17,600 kilograms.

The following method of computation shall be used in calculating transfers, within the ceiling quantity of 17,600 kilograms of U-235, made under the said Articles or the superseded Agreement:

From:

- (1) The quantity of U-235 contained in enriched uranium transferred under the said Articles or the superseded Agreement, minus
- (2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

- (3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either transferred to the United States of America or to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement or the superseded Agreement, minus
- (4) The quantity of U-235 contained in a equal quantity of uranium of normal isotopic assay.

#### ARTICLE XI

The Government of the Republic of the Philippines guarantees that:

- (1) Safeguards provided in Article XIII shall be maintained.

(2) No material, including equipment and devices, transferred to the Government of the Republic of the Philippines or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment or devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Government of the Republic of the Philippines or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Republic of the Philippines except as the Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

#### ARTICLE XII

A. The Government of the United States of America and the Government of the Republic of the Philippines emphasize their common interest in assuring that any material, equipment or devices made available to the Government of the Republic of the Philippines or any person under its jurisdiction pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards rights provided or in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article XIII, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

- (1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any
  - (a) reactor, and
  - (b) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,which are to be made available under this Agreement, or have been made available under the superseded Agreement, to the Government of the Republic of the Philippines or to any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;
- (2) With respect to any source material or special nuclear material made available to the Government of the Republic of the Philippines or to any person under its

jurisdiction under this Agreement or the superseded Agreement by the Government of the United States of America or any person under its jurisdiction and any source material or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the Commission,

(b) reactors, and

(c) any other equipment or devices designated by the Commission as an item to be made available on the condition that the provisions of this paragraph B(2) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials; and

(ii) to require that any such materials in the custody of the Government of the Republic of the Philippines or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article XI;

(3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear

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material referred to in paragraph B(2) of this Article which is not currently utilized for civil purposes in the Republic of the Philippines and which is not retained or purchased by the Government of the United States of America pursuant to Article IX, transferred pursuant to Article IX, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of the Republic of the Philippines, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of the Philippines, shall have access in the Republic of the Philippines to all places and data necessary to account for the source material and special nuclear material which are subject to paragraph B(2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(5) In the event of non-compliance with the provisions of this Article or the guarantees set forth in Article XI and the failure of the Government of the Republic of the Philippines to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B(2) of this Article;

(6) To consult with the Government of the Republic of the Philippines in the matter of health and safety.

C. The Government of the Republic of the Philippines undertakes to facilitate the application of safeguards provided for in this Article.

#### ARTICLE XIII

A. The Government of the United States of America and the Government of the Republic of the Philippines note that, by an agreement signed by the Government of the United States of America on June 15, 1964, and the Government of the Republic of the Philippines and the International Atomic Energy Agency on September 18, 1964, [¹] the Agency has been applying safeguards to materials, equipment and facilities transferred to the Government of the Republic of the Philippines under the superseded Agreement. The Parties agree that Agency safeguards as provided in the trilateral agreement, as it may be amended from time to time or supplanted by a new trilateral agreement, [²], shall continue to apply to such materials, equipment and facilities transferred under the superseded Agreement or to be transferred under this Agreement, recognizing that the safeguards rights accorded to the Government of the United States of America by Article XII of this Agreement are suspended during the time and to the extent that Agency safeguards apply to such materials, equipment and facilities.

B. In the event that the trilateral agreement referred to in paragraph A of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree promptly upon a resumption of Agency safeguards, either Party may,

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<sup>1</sup>TIAS 5879; 16 UST 1271.

<sup>2</sup>TIAS 6524; 19 UST 5426.

by notification, terminate this Agreement. In the event of termination by either Party, the Government of the Republic of the Philippines shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Republic of the Philippines or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America.

#### ARTICLE XIV

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, information, materials, equipment and devices transferred thereunder.

#### ARTICLE XV

This Agreement 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 Agreement<sup>[1]</sup> and shall remain in force for a period of thirty (30) years.

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<sup>1</sup> July 19, 1968.

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

DONE at Washington, in duplicate, this thirteenth day of June, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

*(Robert W. Barnett)* [1]  
*Glenn T. Seaborg* [2]

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

*Salvador P. Lopez* [3]

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<sup>1</sup> Robert W. Barnett.

<sup>2</sup> Glenn T. Seaborg.

<sup>3</sup> Salvador P. Lopez.

## APPENDIX

PHILIPPINE ENRICHED URANIUM POWER REACTOR PROGRAM

(1)	(2)	(3)	(4)
<u>REACTORS</u>	<u>START OF CONSTRUCTION</u>	<u>CRITICALITY DATE</u>	<u>TOTAL KGS. U-235 REQUIRED</u>
A. 500 MWe	1971	1975	9,100
B. 500 MWe	1973	1977	8,400
		TOTAL	<u>17,500</u>

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