

United States Treaties and Other International Agreements



VOLUME 5

IN THREE PARTS

Part 1

1954

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

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1955

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington 25, D.C. - Price \$7.50 (Buckram)

Contents

	Page
List of documents	v
Text	1
Index	I
	iii

List of Documents Contained in Part 1 of This Volume

TIAS		Page
2793/2794 [1]	<i>Germany, Federal Republic of.</i> Validation of Dollar Bonds. Confirmation of effectiveness in Berlin: Signed Feb. 25 and Apr. 9, 1954	1
2900	<i>Canada.</i> Preservation of halibut fishery of northern Pacific Ocean and Bering Sea. Convention: Signed Mar. 2, 1953; proclaimed Jan. 7, 1954	5
2901	<i>Greece.</i> Double taxation (estates). Convention and protocol: Signed Feb. 20, 1950, and July 18, 1953; proclaimed Jan. 15, 1954. And protocol of exchange of ratifications: Signed Dec. 30, 1953	12
2902	<i>Greece.</i> Double taxation (income). Convention and protocol: Signed Feb. 20, 1950, and Apr. 20, 1953; proclaimed Jan. 15, 1954. And protocol of exchange of ratifications: Signed Dec. 30, 1953	47
2903	<i>Australia.</i> Double taxation (estates). Convention: Signed May 14, 1953; proclaimed Jan. 20, 1954	92
2904	<i>Ethiopia.</i> Technical cooperation (public health program). Agreement: Signed Apr. 29, 1953. And amendment: Signed June 25, 1953	102
2905	<i>Brazil.</i> Technical cooperation (termination of Joint Commission for Economic Development). Agreements: Signed July 20, 1953. And exchange of notes: Signed Sept. 16 and 28, 1953	112
2906	<i>Japan.</i> Copyright. Provisional arrangement: Signed Nov. 10, 1953. And related exchange of notes: Signed Nov. 10, 1953	118
2907	<i>France.</i> Defense (loan of aircraft carrier to France). Agreement: Signed Sept. 2, 1953	137
2908	<i>United Kingdom.</i> Loan for development of certain port facilities in Kenya and Tanganyika (mutual security). Agreement: Signed June 26, 1953	143
2909	<i>United Kingdom.</i> Establishment of revolving loan fund in Uganda protectorate and in Tanganyika (economic cooperation). Agreement: Signed June 24, 1953 . .	160
2910	<i>Iceland.</i> Economic cooperation. Agreement: Signed Oct. 9, 1952, and Oct. 1, 1953	166
2911	<i>Germany, Federal Republic of.</i> Mutual defense assistance (purchase of equipment and materials for internal police use). Agreement: Signed Nov. 23, 1953 . . .	170
2912	<i>Mexico.</i> Passport visas (validity of nonimmigrant visas and schedule of fees). Agreement: Dated Oct. 28, Nov. 10 and 12, 1953. With related exchange of notes: Dated Nov. 10 and 12, 1953	174
2913	<i>India.</i> Passport visa fees. Agreement: Dated July 19 and Aug. 11, 1948	193

¹ See 4 UST, pt. 1, pp. 797 and 885 for agreements of Feb. 27, 1953, and Apr. 1, 1953, printed in TIAS 2793 and 2794, respectively. TIAS 2795-2800 are published in 4 UST, pts. 1 and 2.

List of Documents

TIAS		Page
2914	<i>Norway.</i> Mutual defense assistance. Agreement: Dated Aug. 21, 1952	196
2915	<i>Bolivia.</i> Health and sanitation (additional financial contributions). Agreement: Dated Feb. 7 and June 27, 1952	200
2916	<i>China.</i> Defense (loan of vessels to China). Agreement: Signed Jan. 13, 1954 . . .	207
2917	<i>Multilateral.</i> General Agreement on Tariffs and Trade. Declaration regulating commercial regulations between certain contracting parties and Japan: Done Oct. 24, 1953; entered into force between the United States of America and Japan, Nov. 23, 1953. And decision of Oct. 23, 1953	219
2918	<i>India.</i> Relief supplies and packages (application of July 9, 1951 agreement to administrative supplies and equipment). Agreement: Signed Oct. 17, 1951, and Mar. 26, 1952	298
2919	<i>India.</i> Relief supplies and packages (duty-free entry and free inland transportation). Agreement: Signed Aug. 25-26 and 27, 1952	301
2920	<i>Lebanon.</i> Technical cooperation (Litani River survey project). Agreement: Signed Feb. 15, 21, and 24, 1951	304
2921	<i>Iraq.</i> Technical cooperation (agricultural development and improvement program). Agreement: Signed Nov. 19, 1951, and Mar. 18, 1952	309
2922	<i>Canada.</i> Joint U. S.-Canadian Committee on trade and economic affairs. Agreement: Signed Nov. 12, 1953	314
2923	<i>Japan.</i> Technical missions from Japan. Agreement: Signed Jan. 21, 1954	317
2924	<i>Germany, Federal Republic of.</i> German Red Cross hospital in Korea. Agreement: Signed Feb. 12, 1954	322
2925	<i>Panama.</i> Education (additional financial contributions). Agreement: Signed Feb. 29 and Apr. 9, 1952	336
2926	<i>Brazil.</i> Oil shale study. Agreement: Signed Aug. 8 and 11, and Oct. 31, 1953 . .	341
2927	<i>Pakistan.</i> Loan for emergency wheat purchase. Agreement: Dated Sept. 17, 1952	348
2928	<i>Mexico.</i> Agricultural workers. Agreement provisionally extending agreement of Aug. 11, 1951, as amended: Signed Dec. 30 and 31, 1953	353
2929	<i>Chile.</i> Air force mission. Agreement: Signed Sept. 9, 1953, and Mar. 15, 1954 . .	358
2930	<i>Japan.</i> Passport visa fees. Agreement: Dated May 21, Aug. 12 and 26, and Sept. 18, 1952	363
2931	<i>Philippines.</i> Enlistment of Philippine citizens in the U. S. Navy. Agreement: Signed Nov. 18 and Dec. 13, 1952. And exchange of notes: Signed Feb. 17 and Mar. 9, 1953	373
2932	<i>Mexico.</i> Agricultural workers. Agreements (establishing a Joint Migratory Labor Commission): Signed Mar. 10, 1954	379
2933	<i>El Salvador.</i> Military aviation mission. Agreement: Signed Dec. 2, 1953, and Mar. 11, 1954	416
2934	<i>Afghanistan.</i> Emergency wheat aid. Agreement: Signed Mar. 20, 1954	420
2935	<i>Libya.</i> Emergency wheat aid. Agreement: Signed Dec. 18, 1953, and Jan. 11, 1954	424
2936	<i>Philippines.</i> Military bases. Agreement: Signed Jan. 15 and Feb. 9, 1953 . . .	432

TIAS	Page
2937 <i>Uruguay</i> . Termination of reciprocal trade agreement of July 21, 1942; Signed Nov. 30, 1953. And related exchange of notes: Signed Jan. 7 and Mar. 17, 1954	435
2938 <i>Bolivia</i> . Education (additional financial contributions). Agreement: Signed Jan. 17 and Feb. 28, 1952	442
2939 <i>Bolivia</i> . Education (additional financial contributions). Agreement: Signed June 30, 1952	448
2940 <i>Nicaragua</i> . Military assistance. Agreement: Signed Apr. 23, 1954	453
2941 <i>Chile</i> . Customs concessions on automobiles. Provisional agreement: Signed June 8 and 23, 1953	473
2942 <i>Chile</i> . Technical cooperation (program of water utilization in agricultural production in Provinces of Concepción, Ñuble, and Maule). Agreement: Signed June 27, 1953	477
2943 <i>Chile</i> . Technical cooperation (program of water utilization in area between Maule and Bío-Bío Rivers). Agreement: Signed June 27, 1953.	498
2944 <i>Bolivia</i> . Technical cooperation. Agreement: Signed Aug. 27, 1953, and Jan. 15, 1954	518
2945 <i>European Coal and Steel Community</i> . Loan agreement: Signed Apr. 23, 1954	524
2946 <i>Iran</i> . U. S. military mission with the Imperial Iranian Gendarmerie. Agreement: Signed Apr. 18, 1954	542
2947 <i>Iran</i> . Military mission. Agreement: Signed Apr. 18, 1954	546
2948 <i>Israel</i> . Friendship, commerce and navigation. Treaty, with protocol and exchange of notes: Signed Aug. 23, 1951; proclaimed May 6, 1954.	550
2949 <i>Multilateral</i> . International Labor Organization (certification of able seamen). Convention: Adopted June 29, 1946; proclaimed Apr. 13, 1954	605
2950 <i>Norway</i> . Mutual defense assistance (status of military assistance advisory group). Agreement: Dated Apr. 13, 1954	619
2951 <i>France</i> . Settlement of claims of French prisoners of war. Agreement: Dated June 4, Oct. 15, and Dec. 6, 1951, and Jan. 17 and Feb. 2, 1952	622
2952 <i>Multilateral</i> . South Pacific Commission (frequency of sessions). Agreement: Signed Apr. 5, 1954	639
2953 <i>Belgium</i> . Mutual aid settlement. Agreement: Signed Jan. 20 and Apr. 2, 1954	647
2954 <i>Australia</i> . Mutual aid settlement (investment of portion of trust account). Agreement: Signed July 9 and Aug. 25, 1952	650
2955 <i>Jordan</i> . Technical cooperation (Jordan program). Agreement: Signed Dec. 31, 1953	654
2956 <i>Iraq</i> . Consular officers (free entry privileges). Agreement: Dated Mar. 14, May 15, June 19, and Aug. 8, 1951	657
2957 <i>Japan</i> . Mutual defense assistance. Agreement, with annexes: Signed Mar. 8, 1954	661
2958 <i>Japan</i> . Mutual defense assistance (arrangements for return of equipment). Agreement: Signed Mar. 8, 1954	708

TIAS		Page
2959	<i>Japan.</i> Purchase by Japan of U. S. surplus agricultural commodities. Interim agreement: Signed Mar. 8, 1954	717
2960	<i>Japan.</i> Purchase by Japan of U. S. surplus agricultural commodities. Agreement and official minutes: Signed Mar. 8, 1954	723
2961	<i>Liberia.</i> Foreign service personnel (free entry privileges). Agreement: Signed May 2 and July 22, 1949	734
2962	<i>Cuba.</i> Army mission. Agreement: Signed June 2, Sept. 21, and Oct. 13, 1953 . . .	737
2963	<i>Japan.</i> Defense (reduction in expenditures for maintenance of U. S. Armed Forces in Japan). Agreement: Signed Apr. 6, 1954	742
2964	<i>Ethiopia.</i> Utilization of defense installations within Empire of Ethiopia. Agreement: Signed May 22, 1953	749
2965	<i>Cuba.</i> Visits of naval vessels. Arrangement: Signed Feb. 11 and 21, 1949. And extensions and amendment.	762
2966	<i>Panama.</i> Colón Free Zone (sump-pump station). Agreement: Signed Mar. 8 and 25, 1954	782
2967	<i>Iran.</i> Military assistance. Agreement: Signed Apr. 24, 1952	788
2968	<i>Japan.</i> Guaranty of private investments. Agreement, with exchange of notes: Signed Mar. 8, 1954	791
2969	<i>Japan.</i> Economic arrangements. Agreement, with official minutes: Signed Mar. 8, 1954	806
2970	<i>Brazil.</i> Military advisory mission. Agreement: Signed July 21 and Sept. 23, 1952	820
2971	<i>Uruguay.</i> Foreign service personnel (free entry privileges). Agreement: Signed Oct. 31 and Nov. 12, 1952	824
2972	<i>Germany, Federal Republic of.</i> Friendship, commerce and consular rights. Agreement: Signed June 2, 1953	827
2973	<i>Norway.</i> Defense (facilities assistance program). Agreement: Signed May 7, 1954	830
2974	<i>United Kingdom.</i> Technical cooperation (erosion control and soil conservation programs in British Caribbean area). Agreement: Signed Jan. 12 and 20, 1954 .	836
2975	<i>Honduras.</i> Military assistance. Agreement: Signed May 20, 1954	843
2976	<i>Pakistan.</i> Mutual defense assistance. Agreement: Signed May 19, 1954	852
2977	<i>El Salvador.</i> Passport visa fees. Agreement: Signed Dec. 7 and 15, 1953	859
2978	<i>Multilateral.</i> North Atlantic Treaty (status of international military headquarters). Protocol: Signed Aug. 28, 1952; proclaimed June 7, 1954. And agreement between the United States of America and the North Atlantic Council: Signed Feb. 25, 1953	870
2979	<i>China.</i> Defense (loan of vessels and small craft to China). Agreement: Signed May 14, 1954	892
2980	<i>Norway.</i> Conflicting claims to enemy property. Understanding: Signed June 21, 1952	907
2981	<i>Chile.</i> Customs concessions on automobiles. Provisional agreement: Signed Apr. 26 and May 10, 1954	915

TIAS		Page
2982	<i>Netherlands.</i> Technical cooperation (Surinam and the Netherlands Antilles). Agreement: Signed Jan. 22, 1954	919
2983	<i>Chile.</i> Technical cooperation (program of reforestation and dune stabilization in area between Maule and Bio-Bio Rivers). Agreement: Signed Dec. 30, 1953 .	932
2984	<i>Ireland.</i> Consular officers. Convention and supplementary protocol: Signed May 1, 1950, and Mar. 3, 1952; proclaimed June 12, 1954. And minutes of interpretation	949
2985	<i>Japan.</i> Mutual defense assistance (loan of U. S. naval vessels to Japan). Agreement: Signed May 14, 1954	1014
2986	<i>Egypt.</i> Technical cooperation. Agreement: Signed Feb. 23 and 24, 1954	1029
2987	<i>Panama.</i> Technical cooperation (program of economic development). Agreement: Signed May 11, 1954	1035
2988	<i>Peru.</i> Technical cooperation (special technical services program). Agreement: Signed Apr. 13, 1954	1051
2989	<i>Dominican Republic.</i> Foreign service personnel (free entry privileges). Agreement: Dated Jan. 12 and 23, 1950	1064
2990	<i>Soviet Socialist Republics, Union of.</i> Lend lease settlement (return of certain U. S. naval vessels). Agreement: Signed Mar. 26, 1954	1067
2991	<i>Lebanon.</i> Technical cooperation program. Agreements: Signed Apr. 30, 1954 .	1078
2992	<i>Multilateral.</i> North Atlantic Treaty (status of North Atlantic Treaty Organization, national representatives and international staff). Agreement, with extract from summary record: Signed Sept. 20 and Dec. 12, 1951, respectively; proclaimed June 7, 1954. And agreement between the United States of America and the North Atlantic Council: Signed Sept. 29, 1951	1087
2993	<i>United Kingdom.</i> Collaboration in atomic energy research and development. Agreement: Signed Aug. 19, 1943	1114
2994	<i>Dominican Republic.</i> Education, cooperative program (additional financial contributions). Agreement: Signed Feb. 19 and Mar. 19, 1954	1117

VALIDATION OF GERMAN DOLLAR BONDS
Confirmation of Effectiveness in Berlin

TIAS 2793/2794
Feb. 25 and
Apr. 9, 1954

- Effectuated by Exchange of Notes
Signed at Washington February 25 and
April 9, 1954
- Entered into force April 9, 1954

Agreements signed at Bonn February 27
and April 1, 1953, are published as
TIAS 2793 and 2794 in 4 UST, pt. 1.

*The Ambassador, Chargé d'Affaires of the Federal Republic of Germany,
to the Secretary of State*

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
1742-44 R STREET, NORTHWEST
WASHINGTON 9, D. C.

FEBRUARY 25, 1954

EXCELLENCY:

On behalf of the Government of the Federal Republic of Germany I have the honor to inform Your Excellency of the following:

In order to implement the German Law for the Validation of German Foreign Currency Bonds of August 25, 1952 (Federal Gazette, Part I, Page 553) [¹] within the territorial jurisdiction of the United States, the German Federal Government and the Government of the United States have entered into the following agreements:

- 1.) Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America Regarding the Validation of Dollar Bonds of German Issue of February 27, 1953;
- 2.) Agreement between the Federal Republic of Germany and the United States of America Regarding Certain Matters arising from the Validation of German Dollar Bonds of April 1, 1953.^[2]

Due to the special legal position of Berlin these agreements did not become effective automatically in Berlin. They had to be submitted to the Senate of Berlin and to the Allied Kommandantura for their respective consent. This procedure was followed in accordance with the Declaration of the Allied Kommandantura of May 21, 1952, concerning the inclusion of Berlin in international agreements concluded by the Federal Republic of Germany. The consent of the Berlin Senate and of the Allied Kommandantura has, in the meantime, been given after the German Federal legislation concerning the validation of German foreign currency bonds had been enacted into corresponding Berlin laws. All legal requirements have thus been fulfilled for the extension of the two above-mentioned German-American agreements to Berlin. The German Federal Government, therefore, suggests, with the consent of the Senate of Berlin, to include Berlin into these agree-

¹ 4 UST 828.

² Treaties and Other International Acts Series 2794; 4 UST 885.

ments. It would be greatly appreciated if the Government of the United States would agree to this proposal.

In order to facilitate the procedure, the German Federal Government further proposes that this note, in connection with the reply of the United States Government, be regarded as the accord of the two Governments concerning the effectiveness in Berlin of the provisions of the two above-mentioned agreements.

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

HEINZ L KREKELER

His Excellency

THE SECRETARY OF STATE OF THE UNITED STATES
Department of State
Washington, D. C.

The Secretary of State to the Ambassador, Chargé d'Affaires of the Federal Republic of Germany

DEPARTMENT OF STATE
WASHINGTON

April 9, 1954

EXCELLENCY:

I have the honor to acknowledge receipt of your note of February 25, 1954 which reads as follows:

"On behalf of the Government of the Federal Republic of Germany I have the honor to inform Your Excellency of the following:

"In order to implement the German Law for the Validation of German Foreign Currency Bonds of August 25, 1952 (Federal Gazette, Part I, Page 553) within the territorial jurisdiction of the United States, the German Federal Government and the Government of the United States have entered into the following agreements:

- 1.) Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America Regarding the Validation of Dollar Bonds of German Issue of February 27, 1953;
- 2.) Agreement between the Federal Republic of Germany and the United States of America Regarding Certain Matters arising from the Validation of German Dollar Bonds of April 1, 1953.

"Due to the special legal position of Berlin these agreements did not become effective automatically in Berlin. They had to be submitted to the Senate of Berlin and to the Allied Kommandantura for their respective consent. This procedure was followed in accordance with

the Declaration of the Allied Kommandantura of May 21, 1952, concerning the inclusion of Berlin in international agreements concluded by the Federal Republic of Germany. The consent of the Berlin Senate and of the Allied Kommandantura has, in the meantime, been given after the German Federal legislation concerning the validation of German foreign currency bonds had been enacted into corresponding Berlin laws. All legal requirements have thus been fulfilled for the extension of the two above-mentioned German-American agreements to Berlin. The German Federal Government, therefore, suggests, with the consent of the Senate of Berlin, to include Berlin into these agreements. It would be greatly appreciated if the Government of the United States would agree to this proposal.

"In order to facilitate the procedure, the German Federal Government further proposes that this note, in connection with the reply of the United States Government, be regarded as the accord of the two Governments concerning the effectiveness in Berlin of the provisions of the two above-mentioned agreements."

In reply I have the honor to inform you that the proposal set forth in your note is acceptable and that the Government of the United States of America concurs with your further proposal that your note and this reply shall be considered as constituting a confirmation of the effectiveness in Berlin of the provisions of the two above-mentioned agreements.

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

For the Secretary of State:

LIVINGSTON T. MERCHANT

His Excellency

Dr. HEINZ L. KREKELER,

*Ambassador, Charge d'Affaires of the
Federal Republic of Germany.*

**PRESERVATION OF HALIBUT FISHERY
OF NORTHERN PACIFIC OCEAN AND BERING SEA**

TIAS 2900
Mar. 2, 1953

**Convention between the
UNITED STATES OF AMERICA
and CANADA**

- Signed at Ottawa March 2, 1953
- Ratification advised by the Senate
of the United States of America
July 27, 1953
- Ratified by the President of the
United States of America August 18, 1953
- Ratified by Canada October 14, 1953
- Ratifications exchanged at Washington
October 28, 1953
- Proclaimed by the President of the
United States of America January 7, 1954
- Entered into force October 28, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA**A PROCLAMATION**

WHEREAS a convention between the United States of America and Canada for the preservation of the halibut fishery of the Northern Pacific Ocean and Bering Sea was signed at Ottawa on March 2, 1953, the original of which convention, in the English language, is word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND CANADA FOR THE PRESERVATION OF THE HALIBUT FISHERY OF THE NORTHERN PACIFIC OCEAN AND BERING SEA

The Government of the United States of America and the Government of Canada, desiring to provide more effectively for the preservation of the halibut fishery of the Northern Pacific Ocean and Bering Sea, have resolved to conclude a Convention replacing the Convention signed at Ottawa, January 29, 1937 [¹] and have named as their plenipotentiaries:

The Government of the United States of America:

THE HONOURABLE DON C. BLISS,
Chargé d'Affaires ad interim.

THE HONOURABLE WILLIAM C. HERRINGTON,
Special Assistant for Fisheries and Wildlife to the Under-Secretary
of State.

The Government of Canada:

THE HONOURABLE JAMES SINCLAIR,
Minister of Fisheries.

THE HONOURABLE HUGUES LAPOLINTE,
Minister of Veterans Affairs.

who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon the following articles:

Article I

1. The nationals and inhabitants and fishing vessels and boats of the United States of America and of Canada, respectively, are hereby prohibited from fishing for halibut (*Hippoglossus*) in Convention waters as herein defined, except as provided by the International Pacific Halibut Commission in regulations designed to develop the stocks of halibut in the Convention waters to those levels which will permit the maximum sustained yield and to maintain the stocks at those levels pursuant to Article III of this Convention.

¹ Treaty Series 917; 50 Stat. 1351.

2. "Convention waters" means the territorial waters and the high seas off the western coasts of the United States of America and of Canada, including the southern as well as the western coasts of Alaska.

3. It is understood that nothing contained in this Convention shall prohibit the nationals or inhabitants or the fishing vessels or boats of the United States of America or of Canada from fishing in the Convention waters for other species of fish during any season when fishing for halibut in the Convention waters is prohibited by this Convention or any regulations adopted pursuant to this Convention. It is further understood that nothing contained in this Convention shall prohibit the International Pacific Halibut Commission from conducting or authorizing fishing operations for investigation purposes at any time.

Article II

1. Every national or inhabitant, vessel or boat of the United States of America or of Canada engaged in fishing on the high seas in violation of this Convention or of any regulation adopted pursuant thereto may be seized by duly authorized officers of either Contracting Party and detained by the officers making such seizure and delivered as soon as practicable to an authorized official of the country to which such person, vessel or boat belongs, at the nearest point to the place of seizure or elsewhere as may be agreed upon. The authorities of the country to which such person, vessel or boat belongs alone shall have jurisdiction to conduct prosecutions for the violation of the provisions of this Convention or any regulations which may be adopted in pursuance thereof and to impose penalties for such violation, and the witnesses and proof necessary for such prosecutions, so far as any witnesses or proofs are under the control of the other Contracting Party, shall be furnished with all reasonable promptitude to the authorities having jurisdiction to conduct the prosecutions.

2. Each Contracting Party shall be responsible for the proper observance of this Convention and of any regulations adopted under the provisions thereof in the portion of its waters covered thereby.

Article III

1. The Contracting Parties agree to continue under this Convention the Commission known as the International Fisheries Commission established by the Convention for the preservation of the halibut fishery, signed at Washington, March 2, 1923,[¹] continued by the Convention signed at Ottawa, May 9, 1930[²] and further continued by the Con-

¹ Treaty Series 701; 43 Stat. 1841.

² TS 837; 47 Stat. 1872.

vention, signed at Ottawa, January 29, 1937, except that after the date of entry into force of this Convention it shall consist of six members, three appointed by each Contracting Party, and shall be known as the International Pacific Halibut Commission. This Commission shall make such investigations as are necessary into the life history of the halibut in the Convention waters and shall publish a report of its activities and investigations from time to time. Each Contracting Party shall have power to fill, and shall fill from time to time, vacancies which may occur in its representation on the Commission. Each Contracting Party shall pay the salaries and expenses of its own members. Joint expenses incurred by the Commission shall be paid by the two Contracting Parties in equal moieties. All decisions of the Commission shall be made by a concurring vote of at least two of the Commissioners of each Contracting Party.

2. The Contracting Parties agree that for the purpose of developing the stocks of halibut of the Northern Pacific Ocean and Bering Sea to levels which will permit the maximum sustained yield from that fishery and for maintaining the stocks at those levels, the International Pacific Halibut Commission, with the approval of the President of the United States of America and of the Governor General in Council of Canada, may, after investigation has indicated such action to be necessary, in respect of the nationals and inhabitants and fishing vessels and boats of the United States of America and of Canada, and in respect of halibut:

- (a) divide the Convention waters into areas;
- (b) establish one or more open or closed seasons, as to each area;
- (c) limit the size of the fish and the quantity of the catch to be taken from each area within any season during which fishing is allowed;
- (d) during both open and closed seasons, permit, limit, regulate or prohibit, the incidental catch of halibut that may be taken, retained, possessed, or landed from each area or portion of an area, by vessels fishing for other species of fish;
- (e) prohibit departure of vessels from any port or place, or from any receiving vessel or station, to any area for halibut fishing, after any date when in the judgment of the International Pacific Halibut Commission the vessels which have departed for that area prior to that date or which are known to be fishing in that area shall suffice to catch the limit which shall have been set for that area under section (c) of this paragraph;
- (f) fix the size and character of halibut fishing appliances to be used in any area;

- (g) make such regulations for the licencing and departure of vessels and for the collection of statistics of the catch of halibut as it shall find necessary to determine the condition and trend of the halibut fishery and to carry out the other provisions of this Convention;
- (h) close to all taking of halibut such portion or portions of an area or areas as the International Pacific Halibut Commission finds to be populated by small, immature halibut and designates as nursery grounds.

Article IV

The Contracting Parties agree to enact and enforce such legislation as may be necessary to make effective the provisions of this Convention and any regulation adopted thereunder, with appropriate penalties for violations thereof.

Article V

1. This Convention shall be ratified and the instruments of ratification exchanged at Washington as soon as possible.
2. This Convention shall enter into force on the date of exchange of ratifications and shall remain in force for a period of five years and thereafter until two years from the date on which either Contracting Party shall have given notice to the other of its desire to terminate it.
3. This Convention shall, from the date of the exchange of ratifications, replace and terminate the Convention for the preservation of the halibut fishery signed at Ottawa, January 29, 1937.

IN WITNESS WHEREOF the respective plenipotentiaries have signed and sealed this Convention.

DONE at Ottawa in duplicate, in the English language, this Second day of March 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL]

DON C. BLISS

WILLIAM C HERRINGTON

FOR THE GOVERNMENT OF CANADA:

[SEAL]

JAMES SINCLAIR

HUGUES LAPointe

WHEREAS the Senate of the United States of America by their resolution of July 27, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was ratified by the President of the United States of America on August 18, 1953, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Canada;

WHEREAS the respective instruments of ratification of the said convention were duly exchanged at Washington on October 28, 1953;

AND WHEREAS it is provided in paragraph 2 of Article V of the said convention that the convention shall enter into force on the date of exchange of ratifications;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said convention to the end that the same and each and every article and clause thereof may be observed and fulfilled with good faith on and after October 28, 1953 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

TIAS 2901
Feb. 20, 1950,
and July 18, Dec.
30, 1953

DOUBLE TAXATION

Taxes on Estates of Deceased Persons

Convention and Protocol between the UNITED STATES OF AMERICA and GREECE

- Convention signed at Athens
February 20, 1950; Protocol signed
at Athens July 18, 1953
- Ratification of the Convention
advised by the Senate of the
United States of America, with a
reservation, September 17, 1951
- Convention ratified by the President of the
United States of America, subject to the
said reservation, December 5, 1951
- Convention and Protocol ratified by
Greece December 22, 1953
- Ratifications exchanged at Athens
December 30, 1953
- Convention and Protocol proclaimed by the
President of the United States of America
January 15, 1954
- Entered into force December 30, 1953
and

Protocol of Exchange of Ratifications

- Signed at Athens December 30, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA**A PROCLAMATION**

WHEREAS a convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons was signed at Athens on February 20, 1950, the original of which convention, in the English and Greek languages, is word for word as follows:

ΣΥΜΒΑΣΙΣ

μεταξύ

τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς
 καὶ τοῦ 'Ελληνικοῦ Βασιλείου
 διὰ τὴν ἀποφυγήν διπλῆς φορολογίας
 καὶ τὴν ἀποτροπήν φορολογικῆς διαφυγῆς
 ἐν σχέσει πρὸς τοὺς φόρους
 ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων.

'Η Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ ἡ Κυβέρνησις τοῦ Βασιλείου τῆς 'Ελλάδος,
 ἐπιθυμοῦσαι νῦν συνάφουν Σύμβασιν ἀποσκοποῦσαν τὴν ἀποφυγήν τῆς διπλῆς φορολογίας καὶ τὴν ἀποτροπήν τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων, διώρισαν πρὸς τόν σκοπόν τοῦτον ὡς πληρεξούσους των:

'Η Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς: τὴν A.E. τὸν κ. HENRY F.GRADY, Πρεσβευτὴν τῶν 'Ηνωμένων Πολιτειῶν ἐν 'Ελλάδι, καὶ

'Η Κυβέρνησις τοῦ Βασιλείου τῆς 'Ελλάδος: τὴν A.E. τὸν κ. ΠΑΝΑΓΙΩΤΗΝ ΠΙΠΙΝΕΑΝΗΝ, ἐπὶ τῶν 'Εξωτερικῶν 'Υπουργόν, οἵ δοποῖοι ἐπιδείξαντες τὰ σχετικὰ πληρεξούσια των, εὑρεθέντα ἐν ἀπολύτῳ τάξει, συνεφώνησαν ὡς ἀκολούθως:

"Ἀρθρον Ι"

(1) Οἱ φόροι οἱ δοποῖοι ἀποτελοῦν τὸ ἀντικείμενον τῆς παρούσης Συμβάσεως εἶναν:

α) Διὰ τὰς 'Ηνωμένας Πολιτείας δὲ 'Ομοσπονδιακᾶς φόρος ἐπὶ τῶν κληρονομιῶν, καὶ

β) Διὰ τὸ Βασίλειον τῆς 'Ελλάδος δὲ φόρος ἐπὶ τῶν κληρονομιῶν.

(2) 'Η παρούσα Σύμβασις συνάπτεται μὲν βάσιν τούς ἐν ἴσχυν νόμους τῶν 'Ηνωμένων Πολιτειῶν καὶ τῆς 'Ελλάδος κατὰ τὴν ἡμέραν τῆς ὑπογραφῆς της. 'Επομένως, ἄν

C O N V E N T I O N
between
The United States of America
and the Kingdom of Greece
for the avoidance of double taxation
and the prevention of fiscal evasion
with respect to taxes
on the estates of deceased persons

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

The Government of the United States of America:
The Honorable HENRY F. GRADY, Ambassador Extraordinary
and Plenipotentiary of the United States of America
to Greece, and

The Government of the Kingdom of Greece: His
Excellency PANAYOTTIS PIPINELIS, Minister of Foreign
Affairs, who having exhibited their respective full
powers, found in good and due form, have agreed as
follows:

ARTICLE I

(1) The taxes which are the subject of the present
Convention are:

a) In the case of the United States of America:
the Federal estate tax, and

b) In the case of Greece: the tax on in-
heritances.

(2) The present Convention is concluded with
reference to United States and Greek law in force
on the day of its signature. Accordingly, if

οι νόμοι ούτοι ήθελον τροποποιηθῆ αἰσθητῶς, αἱ ἀρμδ-
διαι ἀρχαὶ τῶν δύο Κρατῶν θά συνεννοοῦνται μεταξὺ των
πρᾶς τῶν σκοπὸν διπλῶς προσαρμόσουν τὰς διατάξεις τῆς
παρονόης Συμβάσεως εἰς τὰς τοιαύτας μεταβολὰς.

"Ἀρθρον II"

(1) Ἐν τῇ παρονόη Συμβάσει:

α) Ὁ δρος "Ἡνωμένας Πολιτεῖαι" ὑποδηλοῖ
τὰς "Ἡνωμένας Πολιτεῖας τῆς Ἀμερικῆς καὶ οἱδὲ τῇν
ἔφαρμογήν τῆς παρονόης Συμβάσεως περιλαμβάνει
τὰς Πολιτεῖας, τὰ ἐδάφη τῆς Ἀλάσκας καὶ Χαβάη
καὶ τὸ Διαμέρισμα τῆς Κολομβίας.

β) Ὁ δρος "Ἐλλάς" ὑποδηλοῖ τὰ ἐδάφη τοῦ
Βασιλείου τῆς Ἐλλάδος.

γ) Ὁ δρος "φρόρος" ὑποδηλοῖ τὸν "Ἐλληνικὸν
φρόρον ἐπὶ τῶν κληρονομιῶν, ἢ τὸν "Ομοσπονδιακὸν
φρόρον τῶν "Ἡνωμένων Πολιτειῶν ἐπὶ τῶν κληρονομιῶν
ῶς ἢ ἔννοια τοῦ κειμένου διπλαῖς.

δ) Ὁ δρος "ἀρμδίαι ἀρχαὶ" ὑποδηλοῖ εἰς
τὴν περιπτώσιν τῶν "Ἡνωμένων Πολιτειῶν τὸν "Ἐπε-
τροπὸν "Ἐσωτερικὸν "Ἐσδόδων ἢ τὸν δεδόντως ἐξουσιο-
δοτημένον διντειπρόσωπον του. Εἰς τὴν περιπτώσιν
τῆς Ἐλλάδος, τὸν Γενικὸν Διευθυντήν Ἀμέσων Φρόρων
ἢ τὸν δεδόντως ἐξουσιοδοτημένον διντειπρόσωπον του.

(2) Κατὰ τὴν ἔφαρμογήν τῶν διατάξεων τῆς παρονόης
Συμβάσεως παρ' ἐκατέρου τῶν Συμβαλλομένων Κρατῶν, οἴοσδή-
ποτε δρος δ δποῖος δέν καθορίζεται ἐν τῇ παρονόη Συμβάσει
θά Ξηγ, ἐκτός διν ἢ ἔννοια τοῦ κειμένου ἀλλως διπλαῖς, τὴν
ἔννοιαν διποῖα διδεται εἰς τὸν δρον τοῦτον ὑπό τῶν νόμων
τοῦ Συμβαλλομένου Κράτους τῶν ἀφορῶντων τοὺς φρόρους οἱ
δποῖοι διποτελοῦν διντεικείμενον τῆς παρονόης Συμβάσεως.

these laws are appreciably modified, the competent authorities of the two States will consult together for the purpose of adapting the provisions of the present Convention to such changes.

ARTICLE II

(1) In the present Convention:

- a) The term "United States" means the United States of America, and, for the application of this Convention, includes the States, the Territories of Alaska and Hawaii, and the District of Columbia.
- b) The term "Greece" means the territories of the Kingdom of Greece.
- c) The term "tax" means the Greek tax on inheritances or the Federal estate tax of the United States, as the context requires.
- d) The term "competent authorities" means, in the case of the United States, the Commissioner of Internal Revenue or his duly authorized representative, and, in the case of Greece, the General Director of Direct Taxes or his duly authorized representative.

(2) In the application of the provisions of the present Convention by either of the Contracting States, any term which is not defined in the present Convention shall, unless the context otherwise requires, have the meaning which that term has under the laws of such Contracting State relating to the taxes which are the subject of the present Convention.

"Άρθρον III"

(1) Άκινητος ίδιοκτησία κειμένη ἐν 'Ελλάδι δέν θά υπόκειται εἰς τούς φέρους τούς ἐπιβαλλομένους υπό τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς.

(2) Άκινητος ίδιοκτησία κειμένη ἐν 'Ηνωμέναις Πολιτείαις δέν θά υπόκειται εἰς τούς φέρους τούς ἐπιβαλλομένους υπό τῆς 'Ελλάδος.

(3) Το δικτήμα κατά πόσον δικαιώματα σχετικά μὲν ἀκίνητον ίδιοκτησίαν ή τοιαῦτα ἔξασφαλισθέντα δι 'άκινητου ίδιοκτησίας θέλουσι θεωρηθῆ ὡς ἀκίνητος ίδιοκτησία διει τούς σκοπούς τῆς παρούσης Συμβάσεως θέλει καθορισθῆ συμφώνως πρός τούς νόμους τοῦ ἐπιβάλλοντος τούς φέρους Συμβαλλομένου Κράτους.

"Άρθρον IV"

(1) Διει τούς σκοπούς τῆς παρούσης Συμβάσεως το δικτήμα ἐν διποβιώσας κατάκει ἐν τῷ ἐδάφει ἐνδικτῶν Συμβαλλομένων Κρατῶν κατά τὸν χρόνον τοῦ θανάτου του, θέλει καθορισθῆ συμφώνως πρός τούς ἐν τῷ ἐδάφει τούτῳ ισχύοντας νόμους.

(2) Προκειμένου περὶ προσώπου κατοικούντος ἐν τῷ ἐδάφει ἐνδικτῶν Συμβαλλομένων Κρατῶν δι τόπος ἐνθα κεῖται οὐαδήποτε τῶν ἀκολούθων ίδιοκτησιῶν ή δικαιωμάτων ἐπὶ ίδιοκτησίας, θέλει καθορισθῆ διει τὴν ἐπιβολὴν τοῦ φέρου καί διει τὴν υπό τοῦ ἀρθρου VI προβλεπομένην ἐκπτωσιν διποκλειστικῶς συμφώνως πρός τούς ἀκολούθους κανδνας;

α) Στοιχεῖα ἐνσωμάτων κινητῆς περιουσίας, ἐκτός τῶν κατωτέρω καθοριζομένων, ὡς καὶ τὰ τραπεζογραμμάτια καὶ πᾶν ἔτερον εἶδος χρημάτων ἀποτελοῦν ὕδιμον μέσον πληρωμῆς ἐν τῷ τόπῳ τῆς ἐκδίσεως ὡς καὶ ἐπιταγαῖς εἰς τὸν κομιστήν, θέλουσι θεωρηθῆ ὡς κείμενα δπου φυσικῶς κείνται κατά τὸν χρόνον τοῦ θανάτου τοῦ διποβιώσαντος.

ARTICLE III

(1) Immovable property situated in Greece shall be exempt from the application of the taxes imposed by the United States.

(2) Immovable property situated in the United States shall be exempt from the application of the taxes imposed by Greece.

(3) The question whether rights relating to or secured by immovable property are to be considered as immovable property for the purposes of the present Convention shall be determined in accordance with the laws of the Contracting State imposing the tax.

ARTICLE IV

(1) For the purposes of the present Convention, the question whether a decedent was domiciled in the territory of one of the Contracting States at the time of his death shall be determined in conformity with the laws in force in that territory.

(2) In the case of a person domiciled in the territory of one of the Contracting States, the situs of any of the following property or property rights shall, for the purpose of the imposition of the tax and for the purpose of the credit provided for in Article VI, be determined exclusively in accordance with the following rules:

a) Corporeal movable property, except as hereinafter prescribed, as well as bank notes, any other kind of money which is legal tender at the place of issuance, and bearer checks, shall be deemed to be situated where it is physically located at the time of the decedent's death.

β) Πλοῖα καὶ ἀεροσκάφη, θᾶτιθενται ὡς κείμενα ἐν τῷ τόπῳ τῆς ἐκδόσεως τῶν σχετικῶν Ἑγγράφων καταχωρήσεως ή τῆς νηολογήσεως τοῦ πλοῖου ή τοῦ ἀεροσκάφους.

γ) 'Ο "ἀέρας" ἐμπορικοῦ οἶκου ή διεθνείς συναφής μὲ τὴν ἀσκησιν ἐνδεικνύεται τῷ τόπῳ τῆς ἐκδόσεως τῶν ἑλευθερῶν ἐπαγγελμάτων, θέλει τιθενται ὡς κείμενος ἐκεῖ διεξάγεται η ἐμπορική ἐπιχείρησις ή ἔξασκενται τοῦ ἀπάγγελμα.

δ) Διπλώματα εὑρεσιτεχνίας, ἐμπορικά σήματα καὶ σχέδια θέλουσι τιθενται ὡς κείμενα ἐν τῷ τόπῳ ἐν τῷ διποίῳ ἔχουν καταχωρηθῆ.

ε) Δικαιώματα πνευματικῆς ἰδιοκτησίας ὡς καὶ δικαιώματα ή διεισαὶ πρός χρησιμοποίησιν ὑλικοῦ ἀποτελοῦντος τῷ ἀντικείμενον οἰουδήποτε συγγραφικοῦ δικαιώματος, διπλώματος εὑρεσιτεχνίας, ἐμπορικοῦ σήματος ή σχεδίου, θέλουσι τιθενται ὡς κείμενα ἐν τῷ τόπῳ ἐν τῷ διποίῳ δύνανται νά ἀσκηθῶσιν τὰ διεθνείς αὐτῶν προκύπτοντα δικαιώματα.

ζ) Μετοχαὶ ἐταιρείας (περιλαμβανομένων τῶν μετοχῶν αἵτινες κρατοῦνται πρός διφερός τοῦ διποβιώσαντός ὑπὸ προσώπου δρισθέντος ὑπ' αὐτοῦ), θέλουσι τιθενται ὡς κείμενα ἐν τῷ τόπῳ δύναμει τῶν Νόμων τοῦ διποίου ή ἐταιρεία αὕτη ἴδρυθη ή δργανῶθη.

η) Άι συναλλαγματικαὶ τιθενται ὡς κείμενα ἐν τῷ τόπῳ διαμονῆς τοῦ ἀποδέκτου τῷ διεπαραγματεύσιμα γραμμάτια ἐν τῷ τόπῳ διαμονῆς τοῦ ἐκδότου καὶ αἱ ἐπιταγαὶ αἱ πληρωτέαι εἰς καθωρισμένον πρόσωπον, ἐν τῷ τόπῳ διαμονῆς τοῦ προσώπου τούτου.

θ) Ἀπαιτήσεις ἐξησφαλισμέναι δι' ὑποθήκης ἐπὶ ἀκινήτων ή πλοῖων, τιθενται κείμενα διοικητικοῦ, κατά τὰς διατάξεις τῆς παρονσῆς Συμβόσεως, τιθενται διετί κεῖται τῷ ἀκίνητον ή τῷ πλοῖον.

ι) 'Ομολογίαι, καταθέσεις πάρα Τραπέζαις καὶ ἀπαιτήσεις οἰασδήποτε ἄλλης φύσεως, ἐξησφαλισμέναι ή μη καὶ πᾶν ἔτερον περιουσιακὸν στοιχεῖον μη ἄλλως ἀναφερόμενον ἀνωτέρω, θέλουσι τιθενται ὡς κείμενα ἐν τῷ Κράτει ἐν τῷ διποίῳ διποβιώσας εἴχε τὴν κατοικίαν του κατέ τὸν χρόνον τοῦ θανάτου του.

b) Ships and aircraft shall be deemed to be situated at the place of documentation or registration of the ship or aircraft.

c) The goodwill of a business firm or the goodwill attached to the practice of one of the liberal professions shall be deemed to be situated where the business is carried on or the profession is practiced.

d) Patents, trademarks and designs shall be deemed to be situated at the place where they are registered.

e) Copyrights and rights or licenses to use any copyrighted material, patent, trademark or design shall be deemed to be situated at the place where the rights arising therefrom are exercisable.

f) Shares in a corporation (including shares held by a nominee for the benefit of the decedent) shall be deemed to be situated at the place under the laws of which such corporation was created or organized.

g) Bills of exchange shall be deemed to be situated at the place of the drawee's residence, negotiable promissory notes at the place of residence of the maker, and checks payable to a designated payee at the place of such payee's residence.

h) Claims secured by a mortgage on immovable property or on ships shall be deemed to be situated at the place where, in accordance with the provisions of the present Convention, the immovable property or the ship is deemed to be situated.

i) Bonds, bank deposits, and claims of any other nature, secured or unsecured, and other property not otherwise mentioned hereinbefore, shall be deemed to be situated in the State in which the deceased person was domiciled at the time of his death.

"Άρθρον V"

Τδ Συμβαλλόμενον Κράτος, τδ έπιβάλλον τήν φορολογίαν, προκειμένου περί τοῦ ἀποβιώσαντος δοτικής κατά τὸν χρόνον τοῦ θανάτου του δὲν ἥτο πολέτης ή ὑπήκοος τοῦ τοιούτου συμβαλλόμενου Κράτους καὶ δὲν εἶχε τήν κατοικίαν του ἐν τῷ ἔδαφει τοῦ Κράτους τούτου, ἀλλ' ἥτο πολέτης ή ὑπήκοος τοῦ ἑτέρου Συμβαλλόμενου Κράτους ή κατώκει ἐν τῷ ἔδαφει τοῦ τοιούτου ἑτέρου Συμβαλλόμενου Κράτους:

α) Θᾶ παραχωρῆ πᾶσαν ἐλάττωσιν, ἀπαλλαγήν, μείωσιν ή ἔκπτωσιν (ἐκτός τῆς συζυγικῆς ἔκπτώσεως τῆς προβλεπομένης ὑπὸ τοῦ Νόμου Ἐσθδων, τῶν Ἡνωμένων Πολιτειῶν τοῦ 1948) ἢτις θὰ ἥτο ἐφαρμοστέα βάσει τῆς αὐτοῦ εἰς ἓν περίπτωσιν δὲ ἀποβιώσας κατώκει ἐν τῷ ἔδαφει τοῦ Κράτους τούτου, εἰς ποσδὴν μῆ κατώτερον τῆς ἀναλογίας τήν δποῖαν ἡ ἀξία τῆς ἰδιοκτησίας ἢτις κεῖται συμφώνως πρὸς τὸ δέρθρον IV εἰς τὸ τοιούτον Κράτος καὶ ὑπόκειται εἰς τὸν φόρον τοῦ Κράτους τούτου, ἔχει πρὸς τήν ἀξίαν τῆς ἰδιοκτησίας ἢτις θὰ ὑπέκειτο εἰς τὸν φόρον τοῦ τοιούτου Κράτους δὲν δὲ ἀποβιώσας κατώκει ἐν τῷ ἔδαφει τούτου, καὶ

β) Δέν θέλει λάβει ὑπ' ὄψιν κατά τὸν καθορισμὸν τοῦ ποσοῦ ή τοῦ ποσοστοῦ τοῦ φόρου (ἐκτός καθ' ὃσον ἀφορᾷ τὸν σκοπὸν τοῦ ἔδαφου) (α) τοῦ παρδύτος ἕρθρου καὶ τὸν σκοπὸν οἰωνόδηποτε ἄλλων ἀναλόγων ἔκπτώσεων ἄλλως προβλεπομένων) περιουσιακὸν στοιχεῖα κείμενα συμφώνως πρὸς τὸ δέρθρον IV ἐκτός τοῦ ἔδαφους του.

"Άρθρον VI"

(1) Τδ Συμβαλλόμενον Κράτος τδ έπιβάλλον φόρον εἰς τήν περίπτωσιν ἀποβιώσαντος προσώπου τδ δποῖον κατά τὸν ψήφον τοῦ θανάτου του κατώκει ἐν τῷ Κράτει τούτῳ ή ἥτο πολέτης ή ὑπήκοος τούτου, θὰ χορηγῇ ἐκ τοῦ φόρου του ἔκπτωσιν διδ τὸ ποσδὴν τοῦ φόρου τοῦ έπιβαλλομένου ὑπὸ τοῦ

ARTICLE V

The Contracting State which imposes tax in the case of a decedent who, at the time of his death, was not a citizen or subject of such Contracting State and was not domiciled in its territory, but was a citizen or subject of the other Contracting State or was domiciled in the territory of such other Contracting State:

- a) shall allow every abatement, exemption, deduction, or credit (except the marital deduction provided by the United States Revenue Act of 1948), [1] which would be applicable under its law if the decedent had been domiciled in its territory, in an amount not less than the proportion thereof which the value of the property, situated according to Article IV in such State and subject to the tax of such State, bears to the value of the property which would have been subject to the tax of such State if the decedent had been domiciled in its territory, and
- b) shall (except for the purpose of the subparagraph (a) of this Article and for the purpose of any other proportionate allowance otherwise provided) take no account of property situated according to Article IV outside its territory in determining the amount or rate of tax.

ARTICLE VI

(1) The Contracting State imposing tax in the case of a deceased person who, at the time of his death, was domiciled in such State or was a citizen or subject thereof, shall allow against its tax a credit for the amount of the tax imposed by the

¹ 62 Stat. 110; 26 U. S. C. § 11 note.

έτερου Συμβαλλομένου Κράτους διά περιουσιακά στοιχεῖα κείμενα ἐν τῷ ἔδαφει τοῦ ἑτέρου τούτου Συμβαλλομένου Κράτους καὶ περιληφθέντα διά φορολογικούς σκοπούς ὑπ' ἀμφοτέρων τῶν Κρατῶν, δλλάτ το ποσόν τῆς ἐκπτώσεως δέν θά ὑπερβαίνῃ το τμῆμα τοῦ φόρου τοῦ ἐπιβληθέντος ὑπὸ τοῦ πρώτου Κράτους το δάναλογοῦν εἰς το διά περιουσιακά ταῦτα στοιχεῖα. Δέν θέλει χορηγηθῆ ἐκπτωσις δυνάμει τῆς παρούσης παραγράφου διά περιουσιακά στοιχεῖα κείμενα ἡ θεωρούμενα ὡς κείμενα εἰς ἀμφότερα τὰ Συμβαλλόμενα Κράτη.

(2) "Αν δ ἀποβιώσας θεωρεῖται ὑφ' ἐκάστου τῶν Συμβαλλομένων Κρατῶν δτε κατώκει τῷ ἐδικῷ τού ἔδαφει κατὰ τὸν χρόνον τοῦ θανάτου του, ἔκαστον Κράτος θέλει χορηγήσῃ ἐκπτωσιν ἔναντι τοῦ φόρου του διά το μέρος τοῦ φόρου τοῦ ἐπιβληθέντος ὑπὸ τοῦ ἑτέρου Κράτους διά περιουσιακά στοιχεῖα περιληφθέντα διά φορολογικούς σκοπούς ὑπ' ἀμφοτέρων τῶν Κρατῶν καὶ κείμενα ἡ θεωρούμενα ὡς κείμενα ἐκτός ἀμφοτέρων τῶν ἐδαφῶν. Ἡ ὑπὸ τῆς παρούσης παραγράφου ἐπιτρεπομένη ἐκπτωσις θά εἶναι ἵση πρὸς το ποσόν τοῦ φόρου τοῦ ἐπιβληθέντος διά τὰ τοιαῦτα περιουσιακά στοιχεῖα ὑπὸ τοῦ ἐπιβάλλοντος τὸν μικρότερον φόρον Κράτους, καὶ θέλει διαμοιρασθῆ μεταξὺ τῶν δύο Κρατῶν κατ' ἀναλογίαν το ποσοῦ τοῦ φόρου τοῦ ἐπιβληθέντος ὑφ' ἐκάστου τῶν δύο Συμβαλλομένων Κρατῶν διά τὰ τοιαῦτα περιουσιακά στοιχεῖα.

(3) Διά τούς σκοπούς τοῦ παρόντος ἄρθρου, το ποσόν τοῦ φόρου ἐκάστου τῶν Συμβαλλομένων Κρατῶν το δάναλογοῦν εἰς οἰονδήποτε καθωρισμένον περιουσιακόν στοιχεῖον θά καθορίζεται ἀφοῦ ληφθῆ ὑπ' ὅψιν πᾶσα ἐπ' αὐτοῦ ἐφαρμοζομένη ἐλλάττωσις, ἐκπτωσις, ἀπαλλαγή, μείωσις ἡ αὔξησις, ὡς προβλέπεται ὑπὸ τοῦ νόμου του, (ἐκτός τῶν ὑπὸ τοῦ παρόντος ἄρθρου ἐπιτρεπομένων ἐκπτώσεων).

other Contracting State with respect to property situated in the territory of such other Contracting State and included for tax purposes by both States, but the amount of credit shall not exceed the portion of the tax imposed by the former State which is attributable to such property. No credit shall be allowed under this paragraph for property which is situated or deemed to be situated in both Contracting States.

(2) If the decedent is regarded by each of the Contracting States as having been domiciled in its own territory at the time of his death, each State shall allow against its tax a credit for the part of the tax purposes by both States and situated or deemed to be situated outside both territories. The credit authorized by this paragraph shall be equal to the amount of tax imposed with respect to such property by the State imposing the smaller tax, and shall be divided between the two States in proportion to the amount of tax imposed by each of the two Contracting States with respect to such property.

(3) For the purposes of this Article, the amount of the tax of each Contracting State attributable to any designated property shall be ascertained after taking into account any applicable abatement, credit, remission, diminution, or increase, as provided by its law, other than any credit authorized by this Article.

"Άρθρον VII"

(1) Οιαδήποτε άπατησις δι' ἔκπτωσιν, ή ἐπιστροφήν φύρου, σκηνηζομένη ἐπὶ τῶν διατάξεων τῆς παρούσης Συμβάσεως, δέον νὰ ὑποβληθῇ ἐντὸς πέντε ἡμέρων ἀπὸ τῆς ήμερομηνίας λήξεως τοῦ χρονικοῦ διαστήματος ἐντὸς τοῦ δποῖου ἀπαιτεῖται δπως. ὑποβληθῇ ή δηλωσις δυνάμει τοῦ ἐφαρμοζομένου Νόμου τῶν Συμβαλλομένων Κρατῶν.

(2) Οιαδήποτε τοεαύτη ἐπιστροφή θά γίνεται ἄνευ καταβολῆς τόκων ἐπὶ τοῦ οὕτω ἐπιστρεφομένου ποσοῦ.

"Άρθρον VIII"

Αἱ ἀρμόδιαι ἀρχαὶ τῶν Συμβαλλομένων Κρατῶν θέλουν ἀνταλλάσσῃ τὰς πληροφορίας (άς αὗται διαδέτουσι), αἱ δποῖαι εἶναι ἀναγκαῖαι διεδ τὴν ἔκτελεσιν τῶν διατάξεων τῆς παρούσης Συμβάσεως ή διεδ τὴν πρόληψιν δόλου ή πρὸς ἐφαρμογὴν νομοθετημένων διατάξεων ἐναντίον καταστρατηγήσεων ἐν σχεσει πρὸς τοὺς φύρους οἵτινες ἀποτελοῦν τὸ ἀντικείμενον τῆς παρούσης Συμβάσεως. Οιαδήποτε οὕτω ἀνταλλασσομένη πληροφορία, θέλει θεωρηθῆ ἀπόρρητος, καὶ δέν θέλει ἀποκαλυφθῆ εἰς οἵοδηποτε πρόσωπον, πλὴν τῶν ἐνδιαφερομένων, διεδ τὴν βεβαίωσιν καὶ εἰσπραξιν τῶν φύρων, τῶν ἀποτελούτων τὸ ἀντικείμενον τῆς παρούσης Συμβάσεως. Οὐδεμία ἀνταλλαγὴ πληροφοριῶν θέλει λάβῃ χώραν δυναμένη ν' ἀποκαλύψῃ τεχνικὸν ἀπόρρητον, ή μέθοδον σχετικήν μὲ τὸ ἐμπόριον, βιομηχανίαν, ἐργασίαν ή ἐπάγγελμα.

"Άρθρον IX"

(1) Τὸ Συμβαλλόμενα Κράτη ἀναλαμβάνουν νὰ παρδσχουν ἀμοιβαίψις βοήθειαν καὶ ὑποστήριξιν διεδ τὴν εἰσπραξιν τῶν φύρων τῶν ἀποτελούτων ἀντικείμενον τῆς παρούσης Συμβάσεως μετὰ τῶν τόκων, ἐξδῶν καὶ τῶν ἐπὶ τούτων προσαυξήσεων καὶ προστίμων μή ποινικοῦ χαρακτῆρος.

ARTICLE VII

(1) Any claim for a credit or a refund of tax founded on the provisions of the present Convention shall be made within a period of five years from the date of the termination of the period during which the return is required to be filed under the applicable law of the respective Contracting States.

(2) Any such refund shall be made without payment of interest on the amount so refunded.

ARTICLE VIII

The competent authorities of the Contracting States shall exchange such information (being information which such authorities have at their disposal) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions against legal avoidance in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No information shall be exchanged which would disclose a technical secret or process relating to trade, industry, business, or a profession.

ARTICLE IX

(1) The Contracting States undertake to lend assistance and support to each other in the collection of the taxes which are the subject of the present Convention, together with interest, costs, and additions to the taxes and fines not being of a penal character.

(2) Εἰς περίπτωσιν αἰτήσεων διὰ τὴν εἰσπραξιν φόρων, φορολογικαῖς ἀπαιτήσεις ἐκδιπούτων τῶν Συμβαλλομένων Κρατῶν ὡν ἐγένετο δριστικός καθορισμός, δύνανται νά γίνουν ἀποδεκταὶ πρὸς ἑκτέλεσιν ὑπὸ τοῦ ἔτερου τῶν Συμβαλλομένων Κρατῶν καὶ νά εἰσπραχθῶσιν ἐν τῷ Κράτει τοῦτῳ, ὡς ἂν οἱ τοιοῦτοι φόροι ἦσαν φόροι τελικῶν ἐπιβληθέντες, δφειλαμένοι ἢ καταβλητέοι εἰς τὸ Κράτος τοῦτο. Δέν δύνανται νά ἀξιωθῇ ἀπὸ τὸ Κράτος εἰς τὸ δποῖον ἀπευθύνεται ἢ τοιαύτη αἰτησίς θπας ἐπιβάλῃ ἑκτελεστικά μέτρα μῆτρα προβλεπόμενα ὑπὸ τοῦ Νόμου τοῦ αἰτοῦντος Κράτους.

(3) Πᾶσα αἰτησίς δέον νά συνιωδεῖται ὑπὸ ἐγγράφων ἀποδεικνυόντων τῶν δριστικῶν καθορισμῶν τῶν φόρων συμφώνως πρὸς τοὺς νόμους τοῦ αἰτοῦντος Κράτους.

(4) Ἡ ἐν τῷ ἄρθρῳ τοῦτῳ προβλεπομένη βοήθεια δέν θά παρέχεται διὰ τοὺς πολῖτας, ὑπηκόους ἢ κληρονόμεας πολιτῶν ἢ ὑπηκόων τοῦ Κράτους εἰς δ ἀπευθύνεται ἢ αἰτησίς, ἔξαιρουμένης τῆς περιπτώσεως καθ' ἥν οἱ ἐν λόγῳ πολῖτας ἢ ὑπήκοοι ἢ κληρόνομά δικαιούνται ἑκπτώσεως συμφώνως πρὸς τὸ ἄρθρον VI τῆς παρούσης Συμβάσεως, διὰ τὴν ἀποφυγῆν διπλῆς φορολογίας.

"Ἄρθρον X"

(1) Ἐν οὐδεμιᾷ περιπτώσει αἱ διατάξεις τῶν ἄρθρων VIII καὶ IX δύνανται νά ἐρμηνευθῶν ὡς ἐπιβάλλουσαι ἐπειδή τῶν Συμβαλλομένων Κρατῶν τὴν ὑποχρέωσιν:

α) πρὸς ἐφαρμογήν διοικητικῶν μέτρων μῆτρων συμφώνων πρὸς τοὺς κανονισμούς καὶ συνηθείας ἑκατέρου τῶν Συμβαλλομένων Κρατῶν, ἢ

β) πρὸς παροχήν πληροφοριῶν ὡν ἢ λῆψις εἶναι διεφύκτος κατὰ τὰς διατάξεις τῆς ἴδιας αὐτοῦ νομοθεσίας ἢ τῆς τοιαύτης τοῦ ὑποβάλλοντος τὴν αἰτησιν Κράτους.

(2) In the case of applications for collection of taxes, revenue claims of each of the Contracting States which have been finally determined may be accepted for enforcement by the other Contracting State and collected in that State as though such taxes were taxes finally imposed, due and payable to that State. The State to which application is made shall not be required to enforce executory measures for which there is no provision in the law of the State making the application.

(3) Any application shall be accompanied by documents establishing that under the laws of the State making the application the taxes have been finally determined.

(4) The assistance provided for in this Article shall not be accorded with respect to the citizens or subjects, or estates of citizens or subjects, of the State to which application is made, except where such citizen or subject or estate is entitled under Article VI of the present Convention to a credit for the avoidance of double taxation.

ARTICLE X

(1) In no case the provisions of Articles VIII and IX be construed so as to impose upon either of the Contracting States the obligation:

- a) to carry out administrative measures at variance with the regulations and practice of either Contracting State, or
- b) to supply information which is not procurable under its own legislation or that of the State making application.

(2) Το Κράτος πρός διπευθύνεται αίτησις διδ τήν παροχήν πληροφοριῶν ή βοηθείας, θέλειεισυμμορφωθῆ δσον τδ δυνατδν ταχύτερον πρός τήν διπευθυνομένην πρός τοῦτο παράκλησιν. 'Εν τοῦτοις, το Κράτος τοῦτο δύναται νά δρνηθῆ νδ συμμορφωθῆ πρός τήν παράκλησιν διδ λδγους δημοσίας πολιτεικῆς ή διν ή συμμορφωσις θδ συνεπήγετο ἀποκάλυψιν τεχνικοῦ μυστικοῦ ή μεθδου σχετικῆς μέ το ἐμπριον, φιομηχανιαν, ἐργασίαν ή ἐπάγγελμα. 'Εν τή περιπτώσει ταῦτη, θδ πληροφορήσῃ περὶ τοῦτου, δσον τδ δυνατδν ταχύτερον, το διοβάλλον τήν αίτησιν Κράτος.

"Άρθρον XI"

(1) Αί δρχαί ἔκδστου τῶν Συμβαλλομένων Κρατῶν θδ δύναται, συμφώνως πρός τδ ἴσχυντα εἰς το έν λδγψ Κράτος, νά θεσπίσουν τοδις ἀναγκαίους κανονισμούς διδ τήν ἐκτέλεσιν τῶν διατάξεων τής παρούσης Συμβάσεως.

(2) "Οσον διφορῆ τάς διατάξεις τής παρούσης Συμβάσεως τάς σχετιζομένας μέ τήν ἀνταλλαγῆν πληροφοριῶν καβ παροχήν ἀμοιβαίας βοηθείας διδ τήν εἰσπραξιν τῶν φδρων, τδ Συμβαλλομενα Κράτη, θδ δύναται, συμφώνως πρός τάς συνηθείας ἔκδστου τούτων. νδ θεσπίσουν κανδνας διφορῶντας ζητήματα διαδικασίας, τήν μετατροπήν νομισμάτων, τήν διαθεσιν εἰσπραχθέντων ποσῶν, τδν προσδιορισμόν τῶν ἐλαχίστων ποσῶν έν σχέσει μέ τήν εἰσπραξιν καβ πᾶν συναφές ζήτημα.

"Άρθρον XII"

"Οπου ή ἐνέργεια τῶν φορολογικῶν δρχῶν τῶν Συμβαλλομένων Κρατῶν είχε ή θδ ἔχη ώς συνέπειαν τήν διπλήν φορολογίαν έν ἀντιθέσει πρός τάς διατάξεις τής παρούσης Συμβάσεως, δ φορολογούμενος θδ δικαιοῦται νά διοβάλῃ διπλήν

(2) The State to which application is made for information or assistance shall comply as soon as possible with the request addressed to it. Nevertheless, such State may refuse to comply with the request for reasons of public policy or if compliance would involve disclosure of a technical secret or process relating to trade, industry, business, or a profession. In such case, it shall inform, as soon as possible, the State making the application.

ARTICLE XI

(1) The authorities of each of the Contracting States, in accordance with the practices of that State, may prescribe regulations necessary to carry out the provisions of the present Convention.

(2) With respect to the provisions of the present Convention relating to exchange of information and mutual assistance in the collection of taxes, the Contracting States may, in accordance with their respective practices, prescribe rules concerning matters of procedure, conversion of currency, disposition of amounts collected, minimum amounts subject to collection, and related matters.

ARTICLE XII

When the action of the revenue authorities of the Contracting States has resulted or will result in double taxation contrary to the provisions of the present Convention, the taxpayer shall be entitled to lodge a claim

εἰς τὸ Κράτος οὖτινος τυγχάνει πολέτης ἢ ὑπήκοος ἢ οὐδὲν εἶναι πολέτης ἢ ὑπήκοος ἐνδεὶς ἐκ τῶν δύο Συμβαλλομένων Κρατῶν, εἰς τὸ Κράτος ἔνθα διαιμένει, ἐάν δε ὁ φορολογούμενος εἶναι ἔταιρεία, εἰς τὸ Κράτος ἐν τῷ δποίῳ ἴδρυθη ἢ ὥργανώθη. Ἐάν δημόσιες γίνη ἀποδεκτή, ἢ ἀρμοδία ἀρχή τοῦ τοιούτου Κράτους ὀφείλει νά συνεννοηθῇ μετά τῆς Ἀρμοδίας Ἀρχῆς τοῦ ἐτέρου Κράτους πρὸς τὸν σκοπὸν τῆς δικαίας ἀποφυγῆς τῆς περὶ ἣς ὁ λόγος διπλῆς φορολογίας.

"Ἀρθρον ΧΙΙΙ"

(1) Ἡ παρούσα Σύμβασις κυρωθήσεται καὶ τὰ ἔγγραφα κυρώσεως θέλουν ἀνταλλαγῇ ἐν Ἀθήναις ὅσον τὸ δυνατόν ταχύτερον.

(2) Ἡ παρούσα Σύμβασις θά διχύρη-ἀπό τῆς ἡμέρας τῆς ἀνταλλαγῆς τῶν κυρωτικῶν ἔγγραφων καὶ θά ἐξ ἐφαρμογῆς ἀποκλειστικῶς ἐπὶ περιουσιῶν ἢ κληρονομιῶν εἰς τὴν περίπτωσιν προσώπων τὰ ὄποια θά ἀποβιώσουν κατὰ τὴν ἡμερομηνίαν ταύτην ἢ μετά ταύτην. Θά ἐξακολουθήσῃ ἵσχυσα διε χρονικήν περίοδον πέντε ἐτῶν ἀρχομένην ἀπό τῆς ἡμερομηνίας ταύτης καὶ ἐπ' ἀδριστον μετά τὴν ληξιν τῆς περιβόου ταύτης ἀλλά θά δύναται νά τερματισθῇ παρ' ἔκατέρου τῶν Συμβαλλομένων Κρατῶν κατὰ τὸ τέλος τῆς πενταετοῦ περιβόου ἢ καθ' οἰονδήποτε χρόνον μετά ταύτην ὑπό τὸν δρόν ὅπως δοθῇ τούλαχιστον ἔξ μηνῶν προειδοποίησις περὶ τούτου, τοῦ τερματισμοῦ ἵσχυοντος ἀπό τῆς

with the State of which he is a citizen or subject or, if he is not a citizen or subject of either the Contracting States, with the State of which he is a resident, or, if the taxpayer is a corporation, with the State in which it is created or organized. Should the claim be upheld, the competent authority of such State shall undertake to come to an agreement with the competent authority of the other State with a view to equitable avoidance of the double taxation in question.

ARTICLE XIII

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

(2) The present Convention shall become effective on the day of the exchange of instruments of ratification and shall be applicable solely to estates or inheritances in the case of persons who die on or after that date. It shall continue effective for a period of five years beginning with that date and indefinitely after that period, but may be terminated by either of the Contracting States at the end of that five-year period or at any time thereafter, provided that at least six months' prior notice of termination has been given, the termination to become effective on the first day of

1ης Ιανουαρίου τοῦ ἐπομένου τῆς ἑκπνοῆς τῆς ἑξαμήνου περιόδου.

Ἐγένετο ἐν Ἀθήναις εἰς διπλοῦν εἰς τὴν Ἀγ-
γλικήν καὶ Ἑλληνικήν, ἀμφοτέρων τῶν κειμένων ὅντων
ἐξ Ἰσου αὐθεντικῶν σήμερον τὴν 20^η ἡμέραν τοῦ μη-
νὸς Φεβρουαρίου τοῦ ἔτους 1950.

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ
ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ
ΑΜΕΡΙΚΗΣ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ
ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΣΟΣ

Henry A. Gandy Rec. Special

January following the expiration of the six-month period.

DONE at Athens, in duplicate, in the English and Greek languages, the two texts having equal authenticity, this 20th day of February, 1950.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE KINGDOM OF GREECE



[SEAL]

[SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of September 17, 1951, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention, subject to a reservation as follows:

“The Government of the United States of America does not accept Article IX of the convention, relating to reciprocal assistance in the collection of taxes.”;

AND WHEREAS the text of the aforesaid reservation was communicated by the Government of the United States of America to the Government of the Kingdom of Greece and the aforesaid reservation was accepted by the Government of the Kingdom of Greece;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on December 5, 1951, 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 Kingdom of Greece;

AND WHEREAS a protocol between the United States of America and the Kingdom of Greece was signed at Athens on July 18, 1953, in evidence of the acceptance by the Government of the Kingdom of Greece of the aforesaid reservation, the original of which protocol, in the English and Greek languages, is word for word as follows:

PROTOCOL

With reference to the convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estate of deceased persons, signed in Athens on February 20, 1950, the undersigned, The Honorable JOHN E. PURIFOY, Ambassador of the United States of America in Greece, and His Excellency STEPHANOS STEPHANOPOULOS, Minister of Foreign Affairs of Greece, being duly authorized thereto by their respective Governments and having considered the fact that the aforesaid convention was approved by the United States Senate subject to the deletion of Article IX thereof, have reached an understanding that Article IX of the aforesaid convention shall be deemed as deleted from the convention and that Articles X and XI which follow shall be deemed as applicable in accordance with the said deletion of Article IX.

This Protocol shall be considered to be an integral part of the convention as signed in Athens on February 20, 1950, and shall enter into force on the date on which the Government of the United

ΠΡΩΤΟΚΟΛΛΟΝ

*Αναφερόμενοι εἰς τὴν σύμβασιν μεταξύ τῶν

*Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας καὶ παρεμποδίσεως τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τὸν φόρον ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων, ὃποιγαφεῖσαν ἐν Ἀθήναις τὴν 20ην Φεβρουαρίου 1950, οἱ κατωθι ὑπογεγραμμένοι, ἡ Α.Ε. δ κ. JOHN E. PEURIFOY, Πρεσβευτὴς τῶν *Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐν Ἑλλάδι καὶ ἡ Α.Ε. δ κ. ΣΤΕΦΑΝΟΣ ΣΤΕΦΑΝΟΠΟΥΛΟΣ, Ὅπουργός ἐπὶ τῶν Ἐξωτερικῶν τῆς Ἑλλάδος, ἀρμοδίως ἔξουσιοδοτημένοι παρὰ τῶν ἀντιστοίχων αὐτῶν Κυβερνήσεων καὶ λαβόντες ὅπ' ὅψιν τὸ γεγονός τῆς κυρώσεως τῆς ὡς ἄνω συμβάσεως ὃπδε τῆς Γερουσίας τῶν *Ηνωμένων Πολιτειῶν ὅπδε τὸν δρόν ἀπαλεῖψεως τοῦ Ἀρθρου 9 αὐτῆς, συμφωνοῦσιν δπας τὸ μέν Ἀρθρον 9 τῆς ἐν λόγῳ συμβάσεως θεωρῆται ἀπαλειφθέν ἐκ τῆς συμβάσεως, τὰ δὲ ἐπόμενα Ἀρθρα 10 καὶ 11 νοοῦνται ἐφαρμοστέα συμφώνως πρὸς τὴν προμηνησθεῖσαν ἀπάλειψιν τοῦ

*Ἀρθρου 9.

Τὸ πρωτόκολλον τοῦτο θεωρεῖται ὡς ἀναπόσπαστον μιέρος τῆς συμβάσεως ὡς αὕτη ὑπεγράφη ἐν Ἀθήναις τὴν 20ην Φεβρουαρίου 1950 καὶ θέλει ίσχύσει ἀπὸ τῆς ἡμερομηνίας καθ' ἥν ἡ Κυβέρνησις τῶν *Ηνωμένων

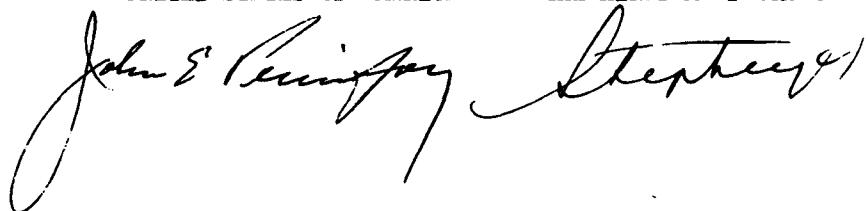
States of America receives formal notice of the ratification of this Protocol by the Parliament of the Kingdom of Greece.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Protocol.

DONE at Athens, in duplicate in the English and Greek languages, both texts having equal authenticity, this 18th day of July 1953.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE KINGDOM OF GREECE

A handwritten signature in black ink, appearing to read "John E. Peurifoy". The signature is fluid and cursive, with "John E." on the left and "Peurifoy" on the right, connected by a long, sweeping stroke.

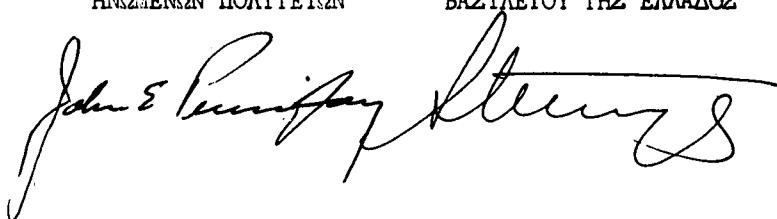
Πολιτειῶν τῆς Ἀμερικῆς ἥθελεν εἰδοποιῆσαι
ἐπισήμως περὶ τῆς ἐπικυρώσεως τοῦ παρόντος
πρωτοκόλλου υπὸ τῆς Βουλῆς τοῦ Βασιλείου τῆς
Ἐλλάδος.

Ἐφ' ᾧ συνετάγη τὸ παρόν πρωτόκολλον ὑπο-
γραφέν ὑπὸ τῶν ἀντιστοίχων Πληρεξουσίων.

Ἐγένετο ἐν Ἀθήναις εἰς διπλοῦν εἰς τὴν
Ἀγγλικήν καὶ Ἑλληνικήν γλῶσσαν, ἀμφοτέρων τῶν
κειμένων ἔχοντων τὴν αὐτὴν ισχύν, σῆμερον τὴν.
18ην τοῦ μηνὸς Ἰουλίου 1953.

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ
ΗΝΟΜΈΝΩΝ ΠΟΛΙΤΕΙΩΝ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΥ
ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ



AND WHEREAS it is provided in Article XIII of the aforesaid convention that it shall become effective on the day of the exchange of instruments of ratification and shall be applicable solely to estates or inheritances in the case of persons who die on or after that date;

AND WHEREAS it is provided in the aforesaid protocol that it shall be considered to be an integral part of the aforesaid convention and shall enter into force on the date on which the Government of the United States of America receives formal notice of the ratification of the said protocol by the Parliament of the Kingdom of Greece;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Athens on December 30, 1953, and a protocol of exchange, in the English and Greek languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Kingdom of Greece, the signing of the said protocol of exchange being deemed to constitute receipt by the Government of the United States of America of formal notice of the ratification on the part of the Kingdom of Greece of the aforesaid protocol of July 18, 1953;

AND WHEREAS, in accordance with the provisions of Article XIII of the aforesaid convention, the convention is effective beginning December 30, 1953, applicable solely to estates or inheritances in the case of persons who die on or after that date;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention of February 20, 1950, with the aforesaid protocol of July 18, 1953, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof, 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 fifteenth day of January in
the year of our Lord one thousand nine hundred fifty-four
[SEAL] and of the Independence of the United States of America
the one hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

PROTOCOL

The undersigned, the Honorable CAVENDISH W. CANNON, Ambassador of the United States of America in Greece, and His Excellency ALEXANDER PAPAGOS, Field marshal of Greece Prime Minister, Minister for Foreign Affairs ad interim, being duly authorized thereto by their respective Governments, have met for the purpose of exchanging the instruments of ratification by their respective Governments of the convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estate of deceased persons, signed at Athens on February 20, 1950, and, the respective instruments of ratification of the convention aforesaid having been compared and found to be in due form, the exchange took place this day.

As recited in the ratification on the part of the United States of America, the Senate of the United States of America in its resolution of September 17, 1951, advising and consenting to the ratification of the convention aforesaid, expressed a certain reservation with respect thereto, as follows:

"The Government of the United States of America does not accept Article IX of the convention, relating to reciprocal assistance in the collection of taxes".

The text of the said reservation was communicated by the Government of the United States of America to the Government of the Kingdom of Greece. The Government of the Kingdom of Greece has accepted the said reservation by a supplementary protocol signed in Athens on July 18, 1953, and ratified by Legislative Decree N° 2734, of October 31, 1953, promulgated with the advice and consent of the Interim Parliamentary Committee provided in paragraph 2, Article XXXV of the Greek Constitution and published in the Greek Government Gazette, Volume I. Folio 329, of November 12, 1953.

Accordingly, it is understood by the two Governments that, upon entry into force of the convention aforesaid in accordance with its provisions, the convention is modified in accordance with the said reservation, so that, in effect, Article IX of the convention aforesaid is deemed to be deleted.

Accordingly, Articles X and XI of the convention aforesaid, in so far as they refer to Article IX, shall be deemed to be applicable in accordance with the said deletion of Article IX.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Protocol of Exchange.

DONE in duplicate, in the English and Greek languages at Athens this 30th day of December 1953.—

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
CAVENDISH W CANNON

FOR THE GOVERNMENT OF THE
KINGDOM OF GREECE
A PAPAGOS

ΠΡΩΤΟΚΟΔΑΩΝ

Οι κάτωθι ύπογεγραμμένοι, ή Α.Ε. δ. κ. CAVENDISH W. CANNON, Πρεσβευτής τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐν Ἑλλάδι, καὶ ἡ Α.Ε. δ. Στρατάρχης κ. ΛΛΕΞΑΝΔΡΟΣ ΠΑΠΑΓΟΣ, Πρόεδρος τῆς Κυβερνήσεως, Ὅπουργός ἐπὶ τῶν 'Εξατερικῶν τῆς Ἑλλάδος, ἀρμοδίως ἔξουσιοι οδοτημένοι παρά τῶν ἀντιστοίχων αὐτῶν Κυβερνήσεων, συνηντήθησαν πρὸς τὸν σκοπὸν ἀνταλλαγῆς τῶν πράξεων κυρώσεως ὑπὸ τῶν ἀντιστοίχων Κυβερνήσεων τῶν τῆς μεταξύ τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τοῦ Βασιλείου τῆς Ἑλλάδος συμβάσεως περὶ ἀποφυγῆς διπλῆς φορολογίας καὶ ἀποτροπῆς τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων, τῆς ὑπογραφεῖσης ἐν Ἀθήναις τὴν 20ήν Φεβρουαρίου 1950 καὶ γενομένης τῆς ἀντιπαραβολῆς τῶν ἀντιστοίχων κυρωτικῶν πράξεων τῆς ὡς εἴρηται συμβάσεως αἰτινες καὶ εὑρέθησαν τυπικῶς ἐν τάξει, ἡ ἀνταλλαγὴ ἐπραγματοποιήθη σήμερον.

'Ως μημονεύεται ἐν τῷ κυρωτικῷ πράξει τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς, ἡ Γερουσία τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς, διὰ τοῦ ἀπὸ 17ης Σεπτεμβρίου 1951 ψηφίσματος αὐτῆς, συνιστῶντος καὶ ἐγκρίνοντος τὴν κύρωσιν τῆς ὡς εἴρηται συμβάσεως, διετύπωσε μίαν ἐπιφύλαξιν, ἔχουσαν ὡς ἀκολούθως:

"
Ἡ Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν
τῆς Ἀμερικῆς δέν ἀποδέχεται τὸ "Ἀρθρον
9 τῆς συμβάσεως τὸ ἀναφερόμενον εἰς τὴν
παροχὴν ἀμοιβαίας βοηθείας ἐν τῷ εἰσπρά-
ξει τῶν φόρων. "

Τὸ κείμενον τῆς ἐν λόγῳ ἐπιφυλάξεως ἔκοινοποιήθη ὑπὸ τῆς Κυβερνήσεως τῶν 'Ηνωμένων Πολιτειῶν τῆς Ἀμερικῆς πρὸς τὴν Κυβέρνησιν τοῦ Βασιλείου τῆς Ἑλλάδος. Ἡ Κυβέρνησις τοῦ Βασιλείου τῆς Ἑλλάδος ἀπεδέχθη τὴν ἐν λόγῳ ἐπιφύλαξιν διὰ συμπληρωματικοῦ πρωτοκόλλου ὑπογραφέντος ἐν Ἀθήναις τὴν 18ην Ιουλίου 1953 καὶ κυρώθεντος διὰ Νομοθετικοῦ Διατάγματος ' ὑπ' ἀριθμὸν 2734 τῆς

31ης Οκτωβρίου 1953, ἐκδοθέντος μετά σύμφωνον γνώμην τῆς κατά τὴν παράγραφον 2 τοῦ ἀρθροῦ 35 τοῦ Συντάγματος Εἰδικῆς Ἐπιτροπῆς ἐκ Βουλευτῶν καὶ δημοσιευθέντος εἰς τὸ ὑπ'ἀριθ. 329, Τεῦχος Πρᾶτον, ἀπό 12ης Νοεμβρίου 1953 φύλλον τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

Κατόπιν τούτου συμφωνεῖται παρ' ἀμφοτέρων τῶν Κυβερνήσεων δτι, ἀπό τῆς θέσεως ἐν ἴσχυi τῆς ὡς εἰρηται συμβάσεως κατά τά ἐν αὐτῇ δριζόμενα, αὕτη τροποποιεῖται συμφώνως πρὸς τὴν προμηθεῖσαν ἐπιφύλαξιν, εἰς τρόπον ὅστε κατ'ούσιαν τὸ "Ἀρθρον 9 τῆς εἰρημένης συμβάσεως νοεῖται ὡς ἀπαλειφθέν.

Κατ' ἀκολουθίαν τά "Ἀρθρα ΙΟ καὶ ΙΙ τῆς προρρηθείσης συμβάσεως, καθ' ὃσον ἀναφέρονται εἰς τὸ "Ἀρθρον 9, νοοῦνται ἐφαρμοστέα συμφώνως πρὸς τὴν προμηθεῖσαν ἀπάλειψιν τοῦ "Ἀρθροῦ 9.

'Εφ' ὃ συνετάγη τὸ παρόν πρωτόκολλον ὑπογραφέν ὑπὸ τῶν ἀντιστοίχων Πληρεξουσίων.

'Εγίνετο εἰς διπλούν εἰς τὴν Ἀγγλικήν καὶ Ἑλληνικήν γλῶσσαν, ἐν Ἀθήναις σήμερον τὴν 30ήν τοῦ μηνὸς Δεκεμβρίου 1953.

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ
ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΥ
ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΣΟΣ

DOUBLE TAXATION

Taxes on Income

TIAS 2902
Feb. 20, 1950,
and Apr. 20,
Dec. 30, 1953

Convention and Protocol between the UNITED STATES OF AMERICA and GREECE

- Convention signed at Athens February 20, 1950; Protocol signed at Athens April 20, 1953
- Ratification of the Convention advised by the Senate of the United States of America, with an understanding, September 17, 1951
- Convention ratified by the President of the United States of America, subject to the said understanding, December 5, 1951
- Convention and Protocol ratified by Greece December 22, 1953
- Ratifications exchanged at Athens December 30, 1953
- Convention and Protocol proclaimed by the President of the United States of America January 15, 1954
- Entered into force December 30, 1953; operative retroactively January 1, 1953
and

Protocol of Exchange of Ratifications

- Signed at Athens December 30, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income was signed at Athens on February 20, 1950, the original of which convention, in the English and Greek languages, is word for word as follows:

ΣΥΜΒΑΣΙΣ

μεταξύ των 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς
καὶ τῆς 'Ελλάδος
περὶ διπλής φορολογίας καὶ φορολογικῆς διαφυγῆς
ἐν σχέσει πρός τὸν φόρον εἰσοδήματος

'Η Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν τῆς
'Αμερικῆς καὶ ἡ Κυβέρνησις τοῦ Βασιλείου τῆς 'Ελ-
λάδος, ἐπιθυμοῦσαι νῦν συνάφουν σύμβασιν ἀποσκοποῦ-
σαν τὴν ἀποφυγὴν τῆς διπλῆς φορολογίας καὶ τὴν ἀπο-
τροπὴν τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρός τοὺς
φόρους ἐπὶ τοῦ εἰσοδήματος, διώρισαν πρός τὸν σκοπὸν
τοῦτον ὡς πληρεξούσους τῶν:

'Η Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν τῆς
'Αμερικῆς: τὴν A.E. τὸν κ. HENRY F.GRADY, Πρεσβευτὴν
τῶν 'Ηνωμένων Πολιτειῶν ἐν 'Ελλάδι,

'Η Κυβέρνησις τοῦ Βασιλείου τῆς 'Ελλάδος: τὴν
A.E. τὸν κ. ΠΑΝΑΓΙΩΤΗΝ ΠΙΠΙΝΕΛΗΝ, ἐπὶ τῶν 'Εξωτερικῶν
'Υπουργῶν,
οἱ διποτοί, ἐπιδείξαντες τῷ σχετικῷ πληρεξούσιῳ τῶν,
εὐρεθέντα ἐν ἀπολύτῳ τάξει, συνεφώνησαν ὡς ἀκολού-
θως:

"Ἀρθρον I"

(1) Οἱ φόροι οἱ διποτοί ἀποτελοῦν ἀντικείμενον
τῆς παρούσης Σύμβασεως εἰνάτε:

α) Διδοῦ τὰς 'Ηνωμένας Πολιτείας: δι-
δυοσπονδιακὸς φόρος ἐπὶ τοῦ εἰσοδήματος περι-
λαμβανομένων τῶν προσθέτων φόρων (ἔφεξῆς ἀνα-
φερομένων ἐν τῇ παρούσῃ συμβάσει ως "φόρος
τῶν 'Ηνωμένων Πολιτειῶν").

β) Διδοῦ τῷ Βασιλείῳ τῆς 'Ελλάδος: δι-
φόρος ἐπὶ τοῦ εἰσοδήματος περιλαμβανομένου
τοῦ ἀναλυτικοῦ φόρου καὶ τοῦ συνθετικοῦ
τοιούτου ὡς καὶ τοῦ φόρου ἐπιτηδεύματος (ἔφεξῆς
ἀναφερομένων ἐν τῇ παρούσῃ συμβάσει ως "'Ελ-
ληνικοῦ φόρου").

C O N V E N T I O N

between

The United States of America
and the Kingdom of Greece
for the avoidance of double taxation
and the prevention of fiscal evasion
with respect to taxes on income

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

The Government of the United States of America:
The Honorable HENRY F. GRADY, Ambassador Extraordinary
and Plenipotentiary of the United States of America
to Greece, and

The Government of the Kingdom of Greece: His
Excellency PANAYOTIS PIPINELIS, Minister of Foreign
Affairs, who having exhibited their respective full
powers, found in good and due form, have agreed as
follows:

ARTICLE I

(1) The taxes which are the subject of the present
Convention are:

a) In the case of the United States of America:
the Federal income tax, including surtaxes (here-
inafter referred to as United States tax).

b) In the case of the Kingdom of Greece:
the income tax, including the schedular or
analytical tax, the complementary tax and the
professional or business tax (hereinafter re-
ferred to as Greek tax).

(2) Ή παρούσα Σύμβασις θα ξεχ έκτισης έφαρμογήν
έπει οιωνδήποτε άλλων φύρων χαρακτήρος ούσιαστικῆς παρο-
μοίου πρός τούς άνωτέρω ἐπιβαλλομένων ύπο δικατέρου τῶν
Συμβαλλομένων Κρατῶν μετά τὴν ήμερομηνίαν τῆς ύπογρα-
φῆς τῆς παρούσης Συμβάσεως.

"Άρθρον II"

(1) Έν τῇ παρούσῃ Συμβάσει, ἔκτις οὖν άλλως δ-
παιτεῖ ή ξένοια τοῦ κειμένου

α) δ δρος "Ηνωμέναι Πολιτεῖαι" ύποδη-
λοῖς τὰς "Ηνωμένας Πολιτεῖας τῆς Αμερικῆς δταν
δέ χρησιμοποιεῖται ύπο τὴν γεωγραφικήν του
ξένοιαν ύποδηλοῖς τὰς Πολιτεῖας, τά δέδηφη τῆς
Αλδσκας καὶ Χαβάζ καὶ τὸ διαμέρισμα τῆς Κολομ-
βίας.

β) Ο δρος "Ελλάδες" ύποδηλοῖς τά δέδηφη
τοῦ Βασιλείου τῆς Ελλάδος.

γ) Ο δρος "Εταιρεία Ηνωμένων Πολι-
τειῶν" ύποδηλοῖς άνώνυμον έταιρείαν, συνεται-
ρισμόν (ASSOCIATION) ή έτέραν παρομοίας μορφῆς
έταιρείαν σύσταθεῖσαν ή δργανωθεῖσαν ἐν ταῖς
Ηνωμέναις Πολιτεῖαις ή συμφώνως πρός τούς νδ-
μους αὐτῶν.

δ) Ο δρος "Ελληνική Εταιρεία" ύποδη-
λοῖς Νομικήν Πρόσωπον συσταθέν κατά τούς Ελ-
ληνικούς νόμους.

ε) Οι δροι "Εταιρεία ένδις Συμβαλλομέ-
νου Κράτους" καὶ "Εταιρεία τοῦ έτέρου Συμβα-
λλομένου Κράτους" ύποδηλοῦν έταιρείαν τῶν Ηνω-
μένων Πολιτειῶν ή Ελληνικήν Εταιρείαν ὡς δ-
παιτεῖ ή ξένοια τοῦ κειμένου.

ζ) Ο δρος "Επιχείρησις τῶν Ηνωμένων
Πολιτειῶν" ύποδηλοῖς βιομηχανικήν ή έμπορικήν
ἐπιχείρησιν διεξαγομένην ἐν ταῖς Ηνωμέναις
Πολιτεῖαις ύπο πολέτου ή κατοίκου τῶν Ηνωμένων
Πολιτειῶν ή ύπο Εταιρείας τῶν Ηνωμένων Πολι-
τειῶν.

(2) The present Convention shall also apply to any other taxes of a substantially similar character imposed by either Contracting State subsequently to the date of signature of the present Convention.

ARTICLE II

(1) In the present Convention, unless the context otherwise requires -

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

b) The term "Greece" means the territories of the Kingdom of Greece.

c) The term "United States Corporation" means a corporation, association or other like entity created or organized in or under the laws of the United States.

d) The term "Greek Corporation" means a legal entity established under the laws of Greece.

e) The terms "corporations of one Contracting State" and "corporation of the other Contracting State" mean a United States corporation or a Greek corporation, as the context requires.

f) The term "United States enterprise" means an industrial or commercial enterprise or undertaking carried on in the United States by a citizen or resident of the United States or by a United States corporation.

η) Ό δρος "Ελληνική 'Επιχείρησις" ύποδηλος βιομηχανικήν ή έμπορικήν έπιχείρησιν διεξαγομένην έν 'Ελλάδι ύποδηλου και κατοίκου της 'Ελλαδός ή ύποδηλης Ελληνικής 'Εταιρείας.

θ) Οι δροις "Έπιχείρησις" ένδει των Συμβαλλομένων Κρατών καὶ "Έπιχείρησις" τοῦ ἑτέρου Συμβαλλομένου Κράτους" ύποδηλούν "Έπιχείρησιν τῶν Ήνωμένων Πολιτειῶν ή 'Ελληνικήν 'Έπιχείρησιν ὡς ἀπατεῖ ή ἔννοια τοῦ κειμένου.

ι) Ό δρος "μόνιμος ἐγκατάστασις", ἐφ' θσον χρησιμοποιεῖται δι' ἐπιχείρησιν ένδει τῶν Συμβαλλομένων Κρατῶν, ύποδηλος ύποκατάστημα, ἐργοστάσιον ή ἄλλον ώρισμένον τόπον ἔργασιῶν οὐχίδιως ἀντιπροσώπειαν, ἐκτός ἐάν διεργάτης ούτε οὐδὲ πρόσωπος ἔχῃ γενικήν ἔξουσιοδητησιν καὶ συνήθως ἐνεργεῖ δυνάμει ταύτης, διὰς διαπραγματεύηται καὶ συνάπτη συμβάσεις διὰ λογαριασμὸν τῆς τοιαύτης ἐπιχειρήσεως ή διατηρήσης διάδειμα ἔμπορευμάτων ἐκ τοῦ διποίου ἔκτελες κανονικῶς παραγγελίας διὰ λογαριασμὸν τῆς τοιαύτης ἐπιχειρήσεως. "Έπιχείρησις" ένδει τῶν Συμβαλλομένων Κρατῶν δέν θά διεωρεῖται ὡς ἔχουσα μόνιμον ἐγκατάστασιν έν τῷ ἑτέρῳ Συμβαλλομένῳ Κράτει ἐκ μόνου τοῦ λόγου διεξάγει ἔμπορικάς δοσοληψίας εἰς τὸ ἔτερον Συμβαλλομένον Κράτος μέσω καλῆ τῇ πόστει (BONA-FIDE) παραγγελιοδόχου, μεστού ή θεματοφύλακος, πάντων τούτων ἐνεργούντων έν τῇ συνήθει διεξαγωγῆ τῆς ἔργασίας ύποδηλην τοιαύτην ἰδιότητα αύτῶν. Τοῦ γεγονός διεπιχείρησίς τις ένδει τῶν Συμβαλλομένων Κρατῶν διατηρεῖ εἰς τὸ ἔτερον Συμβαλλομένον Κράτος ὡρισμένον τόπον ἔργασιῶν διποκλειστικῶς διὰ τὴν ἀγοράν ἀγαθῶν ή ἔμπορευμάτων, δέν θά καθιστᾷ τὸν ἐν λόγῳ ώρισμένον τόπον ἔργασιῶν αύτῶν καθέαυτῶν μόνιμον ἐγκατάστασιν τῆς τοιαύτης ἐπιχειρήσεως. "Οταν ἐταιρεία τις τοῦ ένδει τῶν Συμβαλλομένων Κρατῶν ἔχῃ συγγενῆ ἐταιρείαν ήτις εἶναι ἐταιρεία τοῦ ἑτέρου Συμβαλλομένου Κράτους ή η ἐταιρεία αὕτη διεξάγει ἔμποριον ή ἔργασίας έν τῷ ἑτέρῳ Κράτει, ή τοιαύτη συγγενῆς ἐταιρεία δέν θά διεωρεῖται ἐκ μόνου τοῦ γεγονότος τούτου ὡς ἀποτελούσα μόνιμον ἐγκατάστασιν τῆς μητρός ἐταιρείας.

g) The term "Greek Enterprise" means an industrial or commercial enterprise or undertaking carried on in Greece by a subject or resident of Greece or by a Greek corporation.

h) The terms "enterprise of one of the Contracting States" and "enterprise of the other Contracting State" mean a United States enterprise or a Greek enterprise, as the context requires.

i) The term "permanent establishment", when used with respect to an enterprise of one of the Contracting States, means a branch, factory or other fixed place of business, but does not include an agency unless that agent has, and habitually exercises, a general authority to negotiate and conclude contracts on behalf of such enterprise or has a stock of merchandise from which he regularly fills orders on behalf of such enterprise. An enterprise of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because it carries on business dealings in such other Contracting State through a bona fide commission agent, broker or custodian acting in the ordinary course of his business as such. The fact that an enterprise of one of the Contracting States maintains in the other Contracting State a fixed place of business exclusively for the purchase of goods or merchandise shall not of itself constitute such fixed place of business a permanent establishment of such enterprise. When a corporation of one Contracting State has a subsidiary corporation which is a corporation of the other Contracting State or which is engaged in trade or business in such other Contracting State, such subsidiary corporation shall not, merely because of that fact, be deemed to be a permanent establishment of its parent corporation.

κ) "Ο δρος" "Αρμοδια ἀρχή" ή "Αρμοδιαι
δρχαί" υποθηλοῖ εἰς τὴν περίπτωσιν τῶν Ηνωμένων
Πολιτειῶν, τὸν Επίτροπον Επωτερικῶν θεσδών
ή τὸν δεόντως ἔξουσιοδοτημένον ἀντιπρόσωπον του.
Εἰς τὴν περίπτωσιν τῆς Βλλάδος, τὸν Γενικόν
Διευθυντήν Αμέσων Φόρων ή τὸν δεόντως ἔξουσιοδοτη-
μένον ἀντιπρόσωπον του.

(2) Κατὰ τὴν ἐφαρμογήν τῶν διατάξεων τῆς παρούσης Συμβ-
σεως παρ' ἕκατέρου τῶν Συμβαλλομένων Κρατῶν, οἱ οισδήποτε δρος
δόποτος δέν καθορίζεται ἐν τῇ παρούσῃ Συμβάσει θάξεψ, ἐκτός
ἄν ή ἔννοια τοῦ κειμένου ἄλλως διπλατί, τὴν ἔννοιαν ή ὅποια
διδεται εἰς τὸν δρον τοῦτον ὑπὸ τῶν νόμων τοῦ Συμβαλλομένου
Κράτους τῶν ἀφορώντων τούς φόρους οἱ δόποτοι ἀποτελοῦν ἀντικε-
μενον τῆς παρούσης Συμβάσεως.

"Ἀρθρον III"

(1) Ἐπιχείρησις ἔνδις τῶν Συμβαλλομένων Κρατῶν δέν
θά δύοβάλληται εἰς φορολογίαν ἐν τῷ ἐτέρῳ Συμβαλλομένῳ Κράτει
διε τὸ ἐμπορικὴ ή βιομηχανικὴ αὐτῆς κέρδη ἐκτός ἔν δισκή¹
ἐμπόριον ή διεξάγη ἐργασίας διε μονίμου ἐν τῷ ἐδαφει τοῦ
ἐτέρου Συμβαλλομένου Κράτους ἐγκαταστάσεως. Ἐάν ή ἐπιχείρησις
ἐργάζεται κατὰ τὸν ἐκτεθέντα τρόπον, τοῦ ἐτερον τῶν Συμβαλλομέ-
νων Κρατῶν δύναται νᾶ ἐπιβάλῃ φόρον μόνον ἐπὶ τοῦ παρὰ τῆς
ἐπιχειρήσεως κτιμένου κέρδους, τοῦ προκύπτοντος ἐκ πηγῶν
εύρισκομένων ἐν τῷ ἐτέρῳ Συμβαλλομένῳ Κράτει.

(2) Εἰς ἄς περιπτώσεις ἐπιχείρησις τις ἔνδις τῶν Συμβαλ-
λομένων Κρατῶν δισκή ἐμπόριον ή διεξάγη ἐργασίας ἐν τῷ
ἐτέρῳ Συμβαλλομένῳ Κράτει διε μονίμου ἐν αὐτῷ ἐγκαταστάσεως, θά
θεωροῦνται ὡς κέρδη τῆς μονίμου ταύτης ἐγκαταστάσεως ἐκεῖνα
ἐκ τῶν βιομηχανικῶν ή ἐμπορικῶν κερδῶν ταύτης, ἀτινα ἐνδεχο-
μένως αὐτη θά ἀπεκδιμίζεν ἐδν ήτο ἀνεξάρτητος ἐπιχείρησις,
διεξάγουσα τᾶς ίδιας ή παρομοίας ἐργασίας ὑπὸ τᾶς αὐτᾶς ή

j) The term "competent authority" or "competent authorities" means, in the case of the United States, the Commissioner of Internal Revenue or his duly authorized representative; in the case of Greece, the General Director of Direct Taxes, or his duly authorized representative.

(2) In the application of the provisions of the present Convention by either of the Contracting States, any term which is not defined in the present Convention shall, unless the context otherwise requires, have the meaning which that term has under the laws of such Contracting State relating to the taxes which are the subject of the present Convention.

ARTICLE III

(1) An enterprise of one of the Contracting States shall not be subject to taxation by the other Contracting State in respect of its industrial or commercial profits unless it is engaged in trade or business in the other Contracting State through a permanent establishment situated therein. If it is so engaged the other Contracting State may impose the tax only upon the income of such enterprise from sources within such other State.

(2) Where an enterprise of one of the Contracting States is engaged in trade or business in the other Contracting State through a permanent establishment the industrial or commercial profits which it might be expected to

ἀπεκδιμιζεν ἐάν ήτο ἀνεξάρτητος ἐπιχείρησις, διεξάγουσα τὰς ἔδας ή παρομοίας ἐργασίας ὑπό τὰς αὐτάς ή παρομοίας συνθήκας καὶ ἄνευ οὐδεμιᾶς ἐξαρτήσεως ἐκ τῆς κυρίας ἐπιχειρήσεως, τῆς δύοις ἀποτελεῖ μόνιμον ἐγκατάστασιν. Τά οὖτα ὑπολογιζόμενα κέρδη, ὑποκείμενα εἰς τοὺς νόμους τοῦ ἑτέρου Συμβαλλομένου Κράτους, θά θεωροῦνται ὡς προκύπτοντα ἐκ πηγῶν εύρισκομένων ἐν τῷ ἑτέρῳ τούτῳ Συμβαλλομένῳ Κράτει.

(3) Κατά τὸν καθορισμὸν τῶν βιομηχανικῶν ή ἐμπορικῶν κερδῶν ἐπιχειρήσεως ἐνδί τῶν Συμβαλλομένων Κρατῶν τῶν προερχομένων ἐκ πηγῶν εύρισκομένων ἐντὸς τοῦ ἑτέρου Συμβαλλομένου Κράτους, δέν θά θεωρεῖται ὅτι προκύπτει κέρδος ἐκ τῆς ἀπλῆς καὶ μόνης ἀγορᾶς ἀγαθῶν ή ἐμπορευμάτων συντελουμένης ἐν τῷ ἑδάφει τοῦ δευτέρου Συμβαλλομένου Κράτους ὑπό τῆς τοιαύτης ἐπιχειρήσεως.

(4) Αἱ ἀρμόδιαι ἀρχαὶ τῶν Συμβαλλομένων Κρατῶν δύνανται διὰ συμφωνίας νά θεσπίσουν κανόνας διὰ τὴν κατανομὴν βιομηχανικῶν ή ἐμπορικῶν κερδῶν.

"Ἀρθρον IV"

Εἰς ἀς περιπτώσεις ἐπιχείρησις ἐνδί τῶν Συμβαλλομένων Κρατῶν λόγῳ συμμετοχῆς της εἰς τὴν διοίκησιν, διαχείρησιν ή τάχει φάλαια ἐπιχειρήσεφς τενος τοῦ ἑτέρου Συμβαλλομένου Κράτους θέτει ή ἐπιβάλλει εἰς τὴν ἐπιχείρησιν ταῦτην ἐν ταῖς ἐμπορικαῖς ή οἰκονομικαῖς των σχέσεσι, δρους διαφόρους ἔκεινων, οἵτινες θά συνεφωνοῦντο μετ' ἀνεξαρτήτου τενος ἐπιχειρήσεως, οἰαδήποτε κέρδη ἀτινα ἥθελον προκύψει υπέρ τῆς μιᾶς ἐπιχειρήσεως, ἐάν δέν ἐτίθεντο οἱ δροι οὔτοι, θά δύνανται νά συμπεριληφθοῦν εἰς τά φορολογητέα κέρδη τῆς ἐπιχειρήσεως ταῦτης.

derive if it were an independent enterprise engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the enterprise of which it is a permanent establishment, and the profits so attributed shall, subject to the law of such other Contracting State, be deemed to be income from sources within such other Contracting State.

(3) In determining the industrial or commercial profits from sources within one of the Contracting States of an enterprise of the other Contracting State, no profits shall be deemed to arise from the mere purchase of goods or merchandise within the former Contracting State by such enterprise.

(4) The competent authorities of the Contracting States may lay down rules by agreement for the ap-pointment of industrial or commercial profits.

ARTICLE IV

Where an enterprise of one of the Contracting States, by reason of its participation in the management, control or capital of an enterprise of the other Contracting State, makes with or imposes on the latter enterprise, in their commercial or financial relations, conditions different from those which would be made with an independent enterprise, any profits which would, but for those conditions, have accrued to one of the enterprises, may be included in the taxable profits of that enterprise.

"Άρθρον V"

(1) Είσοδηματα κτώμενα υπό έπιχειρήσεως τινος ένδις τῶν Συμβαλλομένων Κρατῶν ἔχ τῆς ἐκμεταλλεύσεως πλοίων ή δεροσκαφῶν νηολογημένων ἐν τῷ ἐν λόγῳ Κράτει ή ἐφωδιασμένων μὲν τῷ σχετικῷ Ἑγγραφα ὑπὸ τοῦ Κράτους τούτου, θδ ἀπαλλάσσονται τῆς φορολογίας υπὸ τοῦ ἐτέρου Συμβαλλομένου Κράτους. Είσοδηματα κτώμενα υπό τοιαύτης έπιχειρήσεως ἔχ τῆς ἐκμεταλλεύσεως πλοίων ή δεροσκαφῶν μή οὕτω νηολογημένων ή μή ἐφωδιασμένων μὲν τῷ σχετικῷ Ἑγγραφα υπὸ τοῦ ἐν λόγῳ Κράτους, θδ υπόκεινται εἰς τὰς διατάξεις τοῦ ἄρθρου III.

(2) Ἡ παρούσα Σύμβασις θεωρεῖται ὡς ἀναστέλλουσα κατὰ τὴν διάρκειαν τῆς ἵσχυος τῆς τὰς διατάξεις τῆς συμφώνας τῆς συντελεσθείσης διὰ τῆς ἀνταλλαγῆς τῶν ἀπὸ 29/2/28, 26/4/28, 2/4/29 καὶ 10/6/29 διακοινώσεων μεταξὺ τῶν Ἡνωμένων Πολιτειῶν καὶ τῆς Ἑλλάδος τῶν προβλεπουσῶν τὴν ἀπαλλαγὴν ἀπὸ τῆς διπλῆς φορολογίας τῶν κερδῶν τῆς ἐμπορικῆς ναυτιλίας.

"Άρθρον VI"

(1) Τόκοι (ἔχ Κρατικῶν διοικητικῶν, χρεωγράφων, γραμματίων, διοικητικῶν ή ἐξ οἰασδήποτε ἄλλης μορφῆς χρεους) προερχόμενοι ἔχ πηγῶν ἐντός τῶν Ἡνωμένων Πολιτειῶν καὶ κτώμενοι υπὸ προσώπου διαμένοντος ἐν Ἑλλάδι ή Ἐλληνικῆς Ἐταιρείας μή ἀσχολουμένων μὲν ἐμπόριον ή ἐπιχειρήσεις ἐν ταῖς Ἡνωμέναις Πολιτείαις διὰ μονίμου ἐν αὐταῖς ἐγκαταστάσεως, θδ ἀπαλλάσσονται τοῦ φόρου τῶν Ἡνωμένων Πολιτειῶν. Ἡ τοιαύτη δημαρχία ἀπαλλαγὴ δὲν δύναται γένεσθαι ὡς πρές τούς τόκους τούς καταβαλλομένους υπὸ Ἐταιρείας τῶν Ἡνωμένων Πολιτειῶν εἰς Ἐλληνικήν τοιαύτην, ἐλέγχουσαν ἀμέσως ή ἐμμέσως δινώ τοῦ 50 ο/ο τοῦ συνδλου τῶν φήφων τῆς καταβαλλούσης τούς τόκους Ἐταιρείας.

ARTICLE V

(1) Income which an enterprise of one of the Contracting States derives from the operation of ships or aircraft registered or documented in that State shall be exempt from tax by the other Contracting State. Income derived by such an enterprise from the operation of ships or aircraft not so registered or documented shall be subject to the provisions of Article III.

(2) The present Convention shall be deemed to suspend, for the duration of the Convention as between the Contracting States, the provisions of the arrangement effected by exchange of notes between the United States and Greece, dated February 29, 1928, April 26, 1928, April 2, 1929, and June 10, 1929, providing for relief from double income taxation on shipping profits.^[1]

ARTICLE VI

(1) Interest (on bonds, securities, notes, debentures, or on any other form of indebtedness) received from sources within the United States by a resident or corporation of Greece not engaged in trade or business in the United States through a permanent establishment therein, shall be exempt from United States tax; but such exemption shall not apply to such interest paid by a United States corporation to a Greek corporation controlling, directly or indirectly, more than 50 percent of the entire voting power in the paying corporation.

^[1] Executive Agreement Series 13; 47 Stat. 2608.

(2) Τόκος (έχει κρατεικῶν διμολδγων, χρεωγράφων, γραμματίων, διμολογιῶν ή έχει οἰασδήποτε ἀλλης μορφῆς χρέους). προερχόμενος έχει Ἑλληνικῶν πηγῶν καὶ κτώμενος ύπο προσώπου διαμένοντος ἐν Ἀμερικῇ ή ύπο Ἀμερικανικῆς Ἐταιρείας μή ἀφολουμένης με ἐμπόριον ή ἐπιχειρήσεις ἐν Ἑλλάδει διεῖ μονέμου ἐν αὐτῇ ἔγκαταστάσεως, θά διπλαλέσσωντας τοῦ Ἑλληνικοῦ φύρου, ἀλλὰ μόνον καθ' ὅ ποσδυ τὸ ἐπιτεθειὸν δέν εἶναι ἀνώτερον τοῦ 9 ο/ο ἑτησίως. Ἡ τοιαύτη δημιούργηση δέν δύναται να χωρίσῃ ως πρός τούς τόκους τοὺς καταβαλλομένους ύπο Ἑλληνικῆς Ἐταιρείας εἰς Ἑταιρείαν τῶν Ἕνωμένων Πολιτειῶν ἐλέγχουσαν, δημέσως ή ἐμμέσως, δηνα τοῦ 50 ο/ο τοῦ συνδόλου τῶν φίσων τῆς καταβαλλούσης τούς τόκους ἔταιρείας.

"Αρθρον VII

Δικαιώματα καταβαλλόμενα διά τήν χρησιμοποίησιν πνευματικῆς ὕδιοκτησίας, εὑρεσιτεχνιῶν, σχεδίων μυστηκῶν βιομηχανικῶν μεθόδων καὶ τύπων, ἐμπορικῶν καὶ βιομηχανικῶν σημάτων ή ἀλλης ἀναλόγου ὕδιοκτησίας, ὡς ἐπέσης δικαιώματα (συμπεριλαμβανομένων τῶν ἐνοικίων), (ἐξαιρέσει τῶν ἐκ κινηματογραφικῶν ταινιῶν τοιούτων) διά τήν χρησιμοποίησιν βιομηχανικοῦ, ἐμπορικοῦ καὶ ἐπιστημονικοῦ ἔξοπλισμοῦ, προερχόμενα ἐκ πηγῶν εὑρισκομένων ἐντός ἐνδικῶν Συμβαλλομένων Κρατῶν καὶ κτίμενα ὑπὸ κατοίκου ή Ἐταίρειας τοῦ ἐτέρου Συμβαλλομένου Κράτους μή δσχολουμένων μετ' ἐμπόρικον ή ἐργασίας ἐν τῷ πρώτῳ Κράτει διά μονέμου ἐν αὐτῷ ἐγκαταστάσεως, θά διαπλάσσονται τοῦ φόρου τοῦ ἐπιβαλλομένου ύπο τοῦ ποντού τούτου Κοδίτους.

(2) Interest (on bonds, securities, notes, debentures, or on any other form of indebtedness) received from sources within Greece by a resident or corporation of the United States not engaged in trade or business in Greece through a permanent establishment therein, shall be exempt from Greek tax but only to the extent that such interest does not exceed 9 percent per annum; but such exemption shall not apply to such interest paid by a Greek corporation to a United States corporation controlling, directly or indirectly, more than 50 percent of the entire voting power in the paying corporation.

ARTICLE VII

Royalties for the right to use copyrights, patents, designs, secret processes and formulae, trade marks and other analogous property, and royalties (including rentals), (other than those in respect of motion picture films) for the use of industrial, commercial or scientific equipment, derived from sources within one of the Contracting States by a resident or corporation of the other Contracting State not engaged in trade or business in the former State through a permanent establishment therein, shall be exempt from tax by the former State.

"Άρθρον VIII"

Κάτοικος ή 'Εταιρεία ένδει τῶν Συμβαλλομένων Κρατῶν, κτώμενοι ἔχ πηγῶν κειμένων ἐντός τοῦ ἑτέρου Συμβαλλομένου Κράτους δικαιώματα ἔχ τῆς λειτουργίας μεταλλείων, λατομείων ἢ ἄλλων φυσικῶν πόρων, ή ἐνοικίας ἢ ἀκινήτων, δύναται νῦν ἐκλέξῃ δι'οἰονδήποτε ἔτος καθ'δι ταῦτα ὑπόδεινταν εἰς φορολογίαν, διπάς ὑποβληθῇ εἰς τὸν φόρον τοῦ ἑτέρου Συμβαλλομένου Κράτους βάσει τοῦ καθαροῦ εἰσοδήματος, ὡς τοῦτο καθορίζεται συμφώνως πρός τοὺς Νόμους τοῦ ἑτέρου Συμβαλλομένου Κράτους, ὡς δὲ τοιοῦτος κάτοικος ή 'έταιρεία διεξήγοντος ἐμπόριον ή ἐργασίας ἐντός τοῦ τοιούτου ἑτέρου Κράτους διά μονίμου ἐν αὐτῷ ἐγκαταστάσεως κατὰ τὸ έτος καθ'δι ταῦτα φορολογοῦνται.

"Άρθρον IX"

Μερίσματα καί τόκοι πληρωνόμενοι ὑπὸ 'Ελληνεῖς 'έταιρείας, θά διαπλαδόσωνται τοῦ φόρου τῶν 'Ηνωμένων Πολιτειῶν, ἐκτός δὲ δικαιούχος εἶναι πολίτης, κάτοικος ή 'έταιρεία τῶν 'Ηνωμένων Πολιτειῶν.

"Άρθρον X"

(1) "Ο κατοικῶν ἐν 'Ελλάδι θά διαπλαδόσηται τοῦ φόρου τῶν 'Ηνωμένων Πολιτειῶν ἐπὶ ἀποζημιώσεως (ἀμοιβῆς) δι'ἐργασίαν ή προσωπικάς ὑπηρεσίας (περιλαμβανομένης τῆς ἔξασκήσεως ἐλευθερῶν καὶ καλλιτεχνικῶν ἐπαγγελμάτων) ἐάν εὑρίσκηται προσωρινῶς ἐν ταῖς Η.Π.διά χρονικῷ διάστημα ή διαστήματα μή ὑπερβαίνοντα συνολικῶς τάς 183 ἡμέρας κατὰ τὸ φορολογητέον ἔτος καὶ ἐφ'δσον συντρέχει εἰς τῶν δικοιούθων δρων:

α) "Η ἀποζημίωσίς του λαμβάνεται δι'ἐργασίαν ή προσωπικάς ὑπηρεσίας παρασχεθείσας ὑπ' αὐτοῦ ὡς ὑπαλλήλου, ή δυνάμει συμβολαίου μέν κάτοικον ή 'έταιρείαν ή ἄλλην δργάνωσιν ἐν 'Ελλάδι, ή

ARTICLE VIII

A resident or corporation of one of the Contracting States, deriving from sources within the other Contracting State royalties in respect of the operation of mines, quarries, or other natural resources, or rentals from real property, may elect for any taxable year to be subject to the tax of such other Contracting State on the basis of net income as determined under the laws of such other Contracting State during such taxable year.

ARTICLE IX

Dividends and interest paid by a Greek corporation shall be exempt from United States tax except where the recipient is a citizen, resident or corporation of the United States.

ARTICLE X

(1) A resident of Greece shall be exempt from United States tax upon compensation for labor or personal services (including the practice of the liberal and artistic professions) if he is temporarily present in the United States for a period or periods not exceeding a total of 183 days during the taxable year and either of the following conditions is met:

a) his compensation is received for labor or personal services performed as an employee, or under contract with, a resident, or corporation or other entity of Greece, or

β) ή ληφθεῖσα ὑπ' αὐτοῦ ἀποζημίωσις δι' ἔργασίαν ή προσωπικής ὑπηρεσίας δέν ὑπερβαίνει τὰς 10.000 δολλάρια.

(2) Αἱ διατάξεις τῆς παραγράφου (1) τοῦ παρόντος ἅρθρου, θὰ ἐφαρμόζωνται μὲν τὰς ἀναγκαῖας διλαγδές (MUTATIS MUTANDIS) ἐπειδὴ κατοίκων τῶν Ἡνωμένων Πολιτειῶν ἐν σχέσει μὲν ἀποζημίωσιν διὰ τὴν τοιαύτην ἔργασίαν ή προσωπικής ὑπηρεσίας παρασχεθεῖσας ἐν Ἑλλάδι.

(3) Αἱ διατάξεις τοῦ παρόντος ἅρθρου δέν θὰ Εχωσιν ἐφαρμογὴν ἐπειδὴ τοῦ ἐν τῷ ἅρθρῳ XI. ἀναφερομένου εἰσόδηματος.

"Ἄρθρον XI"

(1) Ἡμερομέσθια, μισθοῖς καὶ παρεμφερεῖς ἀποζημιώσεις ὡς καὶ συντάξεις καταβαλλόμεναι ὑπὸ ἐνδεικτῶν τῶν Συμβαλλομένων Κρατῶν ή ὑπὸ τῶν ὑποδιαιρέσεων των εἰς ἀτομόν τε δι' ὑπηρεσίας παρασχεθεῖσας εἰς τὸ Κράτος τοῦτο ή τὰς ὑποδιαιρέσεις του, θὰ ἀπαλλάσσωνται ἀπὸ τῆς φορολογίας ὑπὸ τοῦ ἐτέρου Συμβαλλομένου Κράτους.

(2) Ἱδιωτικαὶ συντάξεις καὶ ἵσσεις παροχαῖς προερχόμεναι ἐκ τοῦ ἑδάφους ἐνδεικτῶν τῶν Συμβαλλομένων Κρατῶν καὶ κτώμεναι παρὰ προσώπου διαμένοντος εἰς τὸ ἐτέρον Συμβαλλομένον Κράτος, θὰ ἀπαλλάσσωνται ἀπὸ τῆς φορολογίας ὑπὸ τοῦ ἐτέρου Συμβαλλομένου Κράτους.

(3) Ὁ δρός "συντάξεις", ὡς χρησιμοποιεῖται ἐν τῷ ἅρθρῳ τούτῳ, ὑποδηλοῖς περιοδικάς πληρωμᾶς γενομένας διὰ παρασχεθεῖσας ὑπηρεσίας ή ὑπὸ μορφὴν ἀποζημιώσεως διὰ σωματικάς βλάβας.

(4) Ὁ δρός "ἵσσεις παροχαῖς", ὡς χρησιμοποιεῖται ἐν τῷ ἅρθρῳ τούτῳ, ὑποδηλοῖς ὥρισμένοι ποσδν πληρωτέον περιοδικῶς καθ' ὥρισμένα χρονικῶς διαστήματα ἐφ' δρου ζωῆς ή δι' ὥρισμένον δριθόν ἐτῶν, συνεπεΐς ἀναληφθεῖσης ὑποχρεώσεως περὶ πραγματοποιήσεως τῶν κάταβολῶν τοῖτων ἔναντι

b) his compensation received for labor or personal services does not exceed \$10,000.

(2) The provisions of paragraph (1) of this Article shall apply mutatis mutandis, to a resident of the United States with respect to compensation for such labor or personal services performed in Greece.

(3) The provisions of this Article shall have no application to the income to which Article XI relates.

ARTICLE XI

(1) Wages, salaries and similar compensation and pensions paid by one of the Contracting States or the subdivisions thereof to an individual for services rendered to such State or subdivision shall be exempt from taxation by the other Contracting State.

(2) Private pensions and life annuities derived from within one of the Contracting States by an individual who is a resident of the other Contracting State shall be exempt from taxation by the former Contracting State.

(3) The term "pensions" as used in this Article means periodic payments made in consideration for services rendered or by way of compensation for injuries received.

(4) The term "life annuities" as used in this Article means a stated sum payable periodically at stated times during life, or during life, an obligation to make the payments in return for

έπαρκος καὶ πλήρους χρηματικοῦ δινταλλάγματος ή δινταλλάγματος δεκτικοῦ ἀποτιμήσεως εἰς χρῆμα.

"Άρθρον XII"

Καθηγητής ή διδάσκαλος, κάτοικος ἐνδε τῶν Συμβαλλομένων Κρατῶν, διαμένων προσωρινῶς ἐν τῷ ἑτέρῳ Συμβαλλομένῳ Κράτει πρὸς τὸν σκοπὸν διωργῆς ἐπί χρονικῶν διάστημά τριῶν κατ' ἀνάτατον δριον ἐτῶν εἰς Πανεπιστήμιον, Κολλέγιον ή ἄλλο ἐκπαιδευτικὸν ὅρυμα λειτουργούντος τοῦ ἑτερού Συμβαλλομένου Κράτους, θέλει ἀπαλλάσσεται τῆς φορολογίας ὑπὸ τοῦ ἑτερού Συμβαλλομένου Κράτους διὰ τοῦ εἰσπρατέομενον παρ' αὐτοῦ ποσὸν ἀποζημιώσεως εἰς ἀντάλλαγμα τῆς διδασκαλίας του κατὰ τὸ ἐν λόγῳ χρονικὸν διάστημα.

"Άρθρον XIII"

Σπουδασταῖς ή μαθητευόμενοι εἰς τέχνην ή ἐπάγγελμα, κάτοικοι ἐνδε τῶν Συμβαλλομένων Κρατῶν, διαμένοντες προσωρινῶς εἰς τοῦ ἑτεροῦ Συμβαλλομένου Κράτους ἀποκλειστικῶς χάριν σπουδῶν ή πρὸς ἀπόκτησιν ἐπαγγελματικῆς πεῖρας, δέν θεὶ ὑπόσχεται εἰς φορολογίαν ὑπὸ τοῦ ἑτερού Συμβαλλομένου Κράτους διὰ τοῦ παρ' αὐτῶν λαμβάνομενα χρηματικὰ ἐμβέσματα ἐκ πηγῶν ἐκτός τοῦ τοιούτου Κράτους πρὸς συντήρησέν των ή διὰ τάς σπουδάς αὐτῶν.

"Άρθρον XIV"

(1) Παρδ πᾶσαν τυχόν ἀντίθετον διάταξιν τῆς παρούσης συμβάσεως, ἔκαστον τῶν Συμβαλλομένων Κρατῶν ἐν τῷ καθορισμῷ τῶν φόρων, εἰς οὓς νοοῦνται περιλαμβανόμενοι πάντες οἱ συμπληρωματικοὶ καὶ πρόσθετοι φόροι, τῶν πολιτῶν, ὑπηκόων, κατοίκων ή Ἐταρειῶν αὐτῶν, δύναται νῦν περιλαβεῖν εἰς τοῦ

adequate and full consideration in money or money's worth.

ARTICLE XIII

A professor or teacher who is a resident of one of the Contracting States and who is temporarily present within the other Contracting State for the purpose of teaching, for a maximum period of three years, in a university, college or other educational institution within the other Contracting State, shall be exempt from taxation by such other Contracting State on his remuneration for such teaching for such period.

ARTICLE XIV

Students or business apprentices who are residents of one of the Contracting States but who are temporarily present in the other Contracting State exclusively for the purposes of study or for acquiring business experience shall not be taxable by such other Contracting State upon remittances received by them from sources without such other State for the purpose of their maintenance or studies.

ARTICLE XIV

(1) Notwithstanding any provision of the present Convention each of the Contracting States, in determining the taxes, including all surtaxes and complementary taxes, of its citizens, subjects, residents or corporations, may include in the

φορολογητέον ποσδν εἰςοδήματος ἀπάσας τὰς κατηγορίας προσδόου τὰς φορολογουμένας ἐπεὶ τῇ βάσει τῆς σχετικῆς νομοθεσίας αὐτοῦ, ὡς ἔδν ἢ παρούσα σύμβασις δέν εἶχε τεθῆ ἐν ἴσχυν.

(2) Ὅπερ τὴν ἐπιφύλαξιν τῶν διατάξεων τοῦ Ἀρθρου (SECTION) 131 τοῦ Κώδικος Ἐσωτερικῶν Ἐσδόων τῶν Ἡνωμένων Πολιτειῶν, δὲ Ἐλληνικὸς φύρος θᾶττον ἐκπίπτεται ἐκ τοῦ φύρου τῶν Ἡνωμένων Πολιτειῶν.

(3) Ἡ Ἐλλάς θᾶττον ἐκπίπτει ἐκ τοῦ Ἐλληνικοῦ φύρου τὸ ποσδν τοῦ φύρου τῶν Ἡνωμένων Πολιτειῶν τοῦ ἐπιβληθέντος ἐπεὶ εἰςοδήματων ἢ ἐκ πηγῶν ἐντὸς τῶν Ἡνωμένων Πολιτειῶν κατὰ ποσδν δύμας μή ύπερβαῖνον τὸ ποσδν τοῦ Ἐλληνικοῦ φύρου τοῦ ἐπιβαλλομένου ἐπεὶ τοῦ εἰςοδήματος τούτου.

"Ἀρθρον XV"

(1) Αἱ Ἀρχαὶ ἐκδίστου Συμβαλλομένου Κράτους, δύνανται, κατὰ τὰ ἴσχυοντα εἰς τὸ ἐν λόγῳ Κράτος, νὰ θεσπίσουν τοὺς ἀναγκαῖους κανονισμοὺς διὰ τὴν ἐφαρμογὴν τῶν διατάξεων τῆς παρούσης Συμβάσεως.

(2) Όσον ἀφορᾷ τὰς διατάξεις τῆς παρούσης Συμβάσεως τὰς ἀφορῶσας τὴν ἀνταλλαγὴν πληροφοριῶν καὶ παροχῆν ἀμοιβαῖας βοηθείας διὰ τὴν εἰσπραξιν τῶν φύρων, τὰ Συμβαλλόμενα Κράτη δύνανται, κατὰ τὰς συνηθείας ἐκδίστου τούτων, νὰ θεσπίσουν κανόνας ἀφορῶντας εἰς τὰ ζητήματα διαδικασίας, τοὺς τύπους τῶν αἰτήσεων καὶ τῶν ἐπ' αὐτῶν ἀπαντήσεων, τὴν μετατροπὴν νομισμάτων, τὴν διάθεσιν εἰσπραχθέντων ποσδῶν φύρων, τὰ κατώτατα ὅρια φύρων ἄτινα θᾶτταν τυγχάνονταν εἰσπρακτέα ὡς καὶ πᾶν συναφές ζήτημα.

basis upon which such taxes are imposed all items of income taxable under its revenue laws as though this Convention had not come into effect.

(2) Subject to section 131 of the United States Internal Revenue Code, Greek tax shall be allowed as a credit against United States tax.

(3) Greece will allow against Greek tax a credit for the amount of United States tax imposed upon income from sources within the United States but in an amount not exceeding the amount of the Greek tax imposed upon such income.

ARTICLE XV

(1) The authorities of each of the Contracting States, in accordance with the practices of that State, may prescribe regulations necessary to carry out the provisions of the present Convention.

(2) With respect to the provisions of the present Convention relating to exchange of information and mutual assistance in the collection of taxes, the Contracting States may, in accordance with their respective practices, prescribe rules concerning matters of procedure, forms of application and replies thereto, conversion of currency, disposition of amounts collected, minimum amounts subject to collection, and related matters.

"Άρθρον XVI"

(1) Αἱ διατάξεις τῆς παρούσης συμβάσεως δέν δύνανται νᾶ ἐρμηνευθῶσιν ὡς περιορίζουσαι καθ'οἰονδήποτε τρόπον οἰανδήποτε ἀπαλλαγὴν, μείωσιν, ἔκπτωσιν ἢ ἄλλην παραχώρησιν ἐπιτρεπομένην ὑπὸ τῶν νόμων ἐνδεικτικῶν Συμβαλλομένων Κρατῶν κατὰ τὸν καθορισμὸν τῶν φόρων τῶν ἐπιβαλλομένων ὑπὸ τοῦ Κράτους τούτου.

(2) Εἰς ἦς περιπτώσεις ἥθελε προκύψει δυσχέρεια ἢ ἀμφιβολία ὡς πρὸς τὴν ἐρμηνείαν ἢ τὴν ἐφαρμογὴν τῆς παρούσης Συμβάσεως, αἱ ἀρμόδιαι ἀρχαὶ τῶν Συμβαλλομένων Κρατῶν θὰ διαλέξουν νᾶ διακανονίσουν τὸ ζῆτημα διὰ κοινῆς συμφωνίας.

(3) Οἱ πολῖται ἢ ὑπήκοοι ἐνδεικτικῶν Συμβαλλομένων Κρατῶν δέν θὰ ὑπόκεινται, καθ'ο՞ν χρόνον διαμένουν ἐν τῇ ἑτέρᾳ Συμβαλλομένῃ Χώρᾳ, εἰς ἄλλους ἢ βαρυτέρους φόρους ἀπὸ τοὺς ἐπιβαλλομένους εἰς τοὺς πολῖτας ἢ ὑπηκόους τοῦ ἑτέρου Συμβαλλομένου Κράτους τοὺς κατοικοῦντας ἐν τῷ ἔδαφει τοῦ. Ὁ ὅρος "πολίτης" ἢ "ὑπήκοος", ὡς χρησιμοποιεῖται ἐν τῷ παρόντι ἀρθρῷ, περιλαμβάνει πάντα τὰ νομικά πρόσωπα, ἔταιρείας προσώπων ἡαλ συνεταιρισμούς (ASSOCIATIONS) συνεστημένους ἢ λειτουργοῦντας κατὰ τοὺς Ισχύοντας νόμους τῶν ἀντιστοίχων Συμβαλλομένων Κρατῶν. Ἐν τῷ παρόντι ἀρθρῷ διὰ τοῦ ὅρου "φόρος" νοοῦνται οἱ πάσης φύσεως καὶ εἴδους φόροι ἐπειδὴ οὗτοι τυγχάνουν Ἐθνικοῖς, ὁμοσπονδιακοῖς, πολιτειακοῖς, ἐπαρχιακοῖς ἢ δημοτικοῖς.

"Άρθρον XVII"

Εἰς ἦς περιπτώσεις ἡ ἐνέργεια τῶν φορολογικῶν Ἀρχῶν τῶν Συμβαλλομένων Κρατῶν ἔσχε ἢ θὰ ἔχῃ ὡς συνέπειαν τὴν διπλὴν φορολογίαν, κατὰ παρέβασιν τῶν διατάξεων τῆς παρούσης Συμβάσεως, ὁ φορολογούμενος δικαιούται νᾶ προβάλῃ ἀπαίτησιν εἰς τὸ Κράτος οὖτινος τυγχάνει πολίτης ἢ ὑπήκοος, ἐάν δέ δέν εἶναι

ARTICLE XVI

(1) The provisions of the present Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance accorded by the laws of one of the Contracting States in the determination of the taxes imposed by such State.

(2) Should any difficulty or doubt arise as to the interpretation or application of the present Convention, the competent authorities of the Contracting States shall undertake to settle the question by mutual agreement.

(3) The citizens or subjects of one of the Contracting States shall not, while resident in the other Contracting State, be subjected therein to other or more burdensome taxes than are the citizens or subjects of such other Contracting State residing in its territory. The term "citizens" or "subjects", as used in this Article, includes all legal persons, partnerships and associations deriving their status from, or created or organized under, the laws in force in, the respective Contracting States. In this Article the word "taxes" means taxes of every kind or description whether national, federal, state, provincial or municipal.

ARTICLE XVII

Where the action of the revenue authorities of the Contracting States has resulted or will result in double taxation contrary to the provisions of the present Convention, the taxpayer shall be entitled to lodge a claim with the State of which he is a citizen or subject or, if he is not

πολέτης ή υπήκοος ένδις έκ τῶν δύο Κρατῶν εἰς τὸ Κράτος ἔνθα διαμένει ή ἔάν δ φορολογούμενος εἶναι ἔταιρεια εἰς τὸ Κράτος ἔνθα ὑδρόθη ή ἄργανθη.
Ἐάν ή ἀπαίτησις γίνη ἀποδεκτή, ή ἀρμοδία ἀρχῆ τοιούτου Κράτους δφεῖται νῦν συνεννοηθῇ μετά τῆς ἀρμοδίας Ἀρχῆς τοῦ ἄλλου Κράτους πρᾶς τὸν σκοπὸν τῆς δικαίας ἀποφυγῆς τῆς διπλῆς φορολογίας.

"Ἀρθρον XVIII"

Αἱ ἀρμοδίαι τῆς Ἀρχαῖς τῶν Συμβαλλομένων Κρατῶν θάνταλλοσσουν πληροφορίας (ἄς αὗται διαθέτουσι), αἱ δοποῖαι εἶναι ἀναγκαῖαι διὰ τὴν ἔκτελεσιν τῶν διατάξεων τῆς παρούσης Συμβάσεως ή διὰ τὴν πρόληψιν δόλου ή πρᾶς ἐφαρμογῆν νομοθετημένων διατάξεων ἐναντίον καταστρατηγήσεων ἐν σχέσει πρᾶς τοὺς φύρους, οἵτινες ἀποτελοῦν διτικεῖμενον τῆς παρούσης συμβάσεως. Οἰαδῆποτε οὕτω διταλλασσομένη πληροφορία θέλει τεωρηθῇ ἀπόρρητος καὶ δέν θέλει ἀποκαλυφθῇ εἰς οἰονδῆποτε πρόσωπον, πλὴν τῶν ἐνδιαφερομένων διὰ τὴν βεβαίωσιν καὶ εἴσπραξιν τῶν φύρων τῶν ἀποτελούντων διτικεῖμενόν τῆς παρούσης Συμβάσεως. Οὐδεμίᾳ διταλλαγῇ πληροφοριῶν θέλει λέβη χώραν δυναμένη νῦν ἀποκαλύψῃ τεχνικόν ἀπόρρητον ή μέθοδον σχετικήν μὲν τῷ ἐμπόρῳ, βιομηχανίᾳ, ἐργασίᾳ ή ἐπάγγελμα.

"Ἀρθρον XIX"

(1) Τὰ Συμβαλλόμενα Κράτη ἀναλαμβάνουν νῦν παράσχουν ἀμοιβαῖς βοήθειαν καὶ ὑποστήριξιν ἐν τῇ εἴσπραξει τῶν φύρων τῶν ἀποτελούντων διτικεῖμενον τῆς παρούσης Συμβάσεως μετὰ τῶν τόκων, ἐξδῶν καὶ τῶν ἐπει τούτων προσαυξήσεων καί προστίμων, μή ποιεῖ κοῦ χαρακτήρος.

(2) Βέβη περίπτωσιν αἰτήσεως διὰ τὴν εἴσπραξιν φύρων, φορολογικαῖς ἀξιώσεις ἐκάστου τῶν Συμβαλλομένων Κρατῶν ὃν ἐγένετο δριστικῶς καθορισμός, δύνανται

a citizen or subject of either of the Contracting States, with the State of which he is a resident, or, if the taxpayer is a corporation, with the State in which it is created or organized. Should the claim be upheld, the competent authority of such State shall undertake to come to an agreement with the competent authority of the other State with a view to equitable avoidance of the double taxation in question.

ARTICLE XVIII

The competent authorities of the Contracting States shall exchange such information (being information which such authorities have at their disposal) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions against legal avoidance in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No information shall be exchanged which would disclose a technical secret, or process relating to trade, industry, business, or a profession.

ARTICLE XIX

(1) The Contracting States undertake to lend assistance and support to each other in the collection of the taxes which are the subject of the present Convention, together with interest, costs and additions to the taxes and fines not being of a penal character.

(2) In the case of applications for collection of taxes, revenue claims of each of the Contracting

να γίνουν άποδεκτας πρός έπιβολήν ύπο τοῦ ἐτέρου τῶν Συμβαλλομένων Κρατῶν καὶ νὰ εἰσπραχθῶσιν ἐν τῷ Κράτει τούτῳ ὡς ἂν οἱ τοιοῦτοι φόροι ἥσαν φόροι τελεκῶς ἐπιβληθέντες, διφειλόμενοι καὶ καταβλητέοι εἰς τὸ Κράτος τοῦτο. Δέν δύναται νὰ ἀξιωθῇ ἀπὸ τὸ Κράτος εἰς δὲ πευθύνεται ἢ τοιαύτη αἴτησις ὅπως ἐπιβάλῃ ἐκτελεστικὰ μέτρα μή προβλεπόμενα ύπο τοῦ Νόμου τοῦ αἰτοῦντος Κράτους.

(3) Πᾶσα αἴτησις δέοντα συνοδεύηται ύπο ἐγγράφων ἀποδεικνυόντων τὸν δριστικὸν καθορισμόν τῶν φόρων συμφώνως πρός τοὺς νόμους τοῦ αἰτοῦντος Κράτους.

(4) Ἡ προβλεπομένη ἐν τῷ ἄρθρῳ τούτῳ βοήθεια, δέν θέτει παρέχηται διὰ τοὺς πόλεις, ύπηκοους ἢ Ἐταιρείας ἢ ἄλλα νομικὰ πρόσωπα τοῦ Κράτους, πρός δὲ πευθύνεται ἢ αἴτησις, εἰ μή μδνον ἐφ' ὅσον τοῦτο ἀπαιτεῖται ὅπως ἔξασφαλισθῇ ὅτι πρόσωπα μή δικαιούμενα τῶν τοιούτων εὑρεγετημάτων δέν θέτει τοῦν τῆς ἀπαλλαγῆς ἢ τοῦ μειωμένου φορολογικοῦ συντελεστοῦ τοῦ προβλεπομένου ύπο τῆς συμβάσεως διὰ τοὺς ἐν λόγῳ πολέτας, ύπηκοους, Ἐταιρείας ἢ ἄλλα νομικὰ πρόσωπα.

*Αρθρον XX

(1) Ἐν οὐδεμιᾷ περιπτώσει αἱ διατάξεις τῶν ἄρθρων XVIII καὶ XIX δύνανται νὰ ἐρμηνευθοῦν ὡς ἐπιβάλλουσαι ἐπὶ ἔκατέρου τῶν Συμβαλλομένων Κρατῶν τὴν ύποχρέωσιν:

α) Πρός ἐφαρμογὴν διοικητικῶν μέτρων μή συμφώνων πρός τοὺς κανονισμούς καὶ συνηθείας τοῦ ἐτέρου Συμβαλλομένου Κράτους ἢ

β) πρός παροχὴν πληροφοριῶν ὡν τὴν λῆψις εἶναι διέφυκτος κατὰ τὰς διατάξεις τῆς ἑδίας αὐτοῦ νομοθεσίας ἢ τῆς τοιαύτης τοῦ ύποβάλλοντος τὴν αἴτησιν Κράτους.

(2) Τὸ Κράτος εἰς δὲ πευθύνεται αἴτησις διὰ τὴν παροχὴν πληροφοριῶν ἢ βοηθείας, θέλει συμμορφωθῆναι

States which have been finally determined may be accepted for enforcement by the other Contracting State and collected in that State as though such taxes were taxes finally imposed, due and payable to that State. The State to which application is made shall not be required to enforce executory measures for which there is no provision in the law of the State making the application.

(3) Any application shall be accompanied by documents establishing that under the laws of the State making the application the taxes have been finally determined.

(4) The assistance provided for in this Article shall not be accorded with respect to the citizens or subjects, or corporation or other entities of the State to which application is made, except as is necessary to insure that the exemption or reduced rate of tax granted under the convention to such citizens or subjects, or corporations or other entities shall not be enjoyed by persons not entitled to such benefits.

ARTICLE XX

(1) In no case shall the provisions of Article XVIII and XIX be construed so as to impose upon either of the Contracting States the obligation

a) to carry out administrative measures at variance with the regulations and practice of either Contracting State, or

b) to supply information which is not procurable under its own legislation or that of the State making application.

(2) The State to which application is made for information or assistance shall comply as soon as

τδ δυνατόν ταχύτερον πρός τήν ἀπευθυνομένην πρός τοῦτο παράκλησιν. 'Εν τούτοις, τδ Κράτος τοῦτο δύναται νά ἀρνηθῆ νά συμμορφωθῆ πρός τήν παράκλησιν διά λόγους δημοσίας πολιτεικῆς ή ἄν ή συμμόρφωσις τδ συνεπήγετο ἀποκάλυψιν τεχνικοῦ μυστικοῦ ή μεθόδου σχετικῆς μέ τδ ἐμπόριον, βιομηχανίαν, ἐργασίαν ή ἐπάγγελμα. 'Εν τῇ περιπτώσει ταύτῃ, θά πληροφορήσῃ περὶ τούτου, δσον τδ δυνατόν ταχύτερον, τδ ὑποβάλλον τήν αἴτησιν Κράτος.

"Αρθρον XXI"

(1) 'Η παροῦσα Σύμβασις κυρωθήσεται καί τά ἔγγραφα κυρώσεως θέλουσιν ἀνταλλαγῆ ἐν 'Αθήναις δσον τδ δυνατόν ταχύτερον.

(2) 'Η παροῦσα Σύμβασις θά ἰσχύσῃ ἀπό τῆς πρώτης 'Ιανουαρίου τοῦ ἔτους κατά τδ δποῖον θέλει λάβει χώραν ή ἀνταλλαγή τῶν ἔγγραφων κυρώσεως, θά ἔξακολουθήσῃ δε ἰσχύουσα διά χρονικήν περίοδον 5 ἐτῶν ἀρχομένην ἀπό τῆς ήμερομηνίας ταύτης καί ἐπ' ἀδριστον μετά τήν λήξιν τῆς περιόδου ταύτης, ἀλλάδ θά δύναται νά τερματισθῆ παρ' ἕκατέρου τῶν Συμβαλλομένων Κρατῶν μετά τδ τέλος τῆς πενταετοῦ περιόδου ή καθ' οἰονδήποτε χρόνον μετά ταύτην, ὑπό τδν δρον δπως δοθῆ σχετική περὶ τούτου προειδοποίησις πρὸς ἔξ τούλαχιστον μηνῶν, τοῦ τερματισμοῦ ἰσχύοντος ἀπό τῆς πρώτης 'Ιανουαρίου τοῦ ἐπομένου τῆς ἐκπνοῆς τῆς ἔξαμηνου περιόδου.

'Εγένετο ἐν 'Αθήναις εἰς διπλοῦν εἰς τήν 'Αγγλικήν καί 'Ελληνικήν, ἀμφοτέρων τῶν κειμένων δυτῶν ἔξ 1950. Σήμερον τήν 20^η ημέραν τοῦ μηνὸς Φεβρουαρίου τοῦ ἔτους 1950.

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ
ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ
ΑΜΕΡΙΚΗΣ

Henry F. Brady

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΥ
ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

Reece. Briseis

possible with the request addressed to it. Nevertheless, such State may refuse to comply with the request for reasons of public policy or if compliance would involve disclosure of a technical secret or process relating to trade, industry, business, or a profession. In such case it shall inform, as soon as possible, the State making the application.

ARTICLE XXI

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

(2) The present Convention shall become effective on the first day of January of the year in which the exchange of the instruments of ratification takes place. It shall continue effective for a period of five years beginning with that date and indefinitely after that period, but may be terminated by either of the Contracting States at the end of the five-year period or at any time thereafter, provided that at least six months' prior notice of termination has been given, the termination to become effective on the first day of January following the expiration of the six-month period.

DONE at Athens, in duplicate, in the English and Greek languages, the two texts having equal authenticity, this 20th day of February, 1950.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE KINGDOM OF GREECE

Henry F. Brady George P. Clegg

[SEAL]

[SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of September 17, 1951, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention, subject to an understanding as follows:

"It is understood that the application of Article XIX of the convention shall be confined and limited as granting authority to each Contracting State to collect only such taxes imposed by the other Contracting State as will insure that the exemption or reduced rate of tax granted under the present convention by such other State shall not be enjoyed by persons not entitled to such benefits.";

AND WHEREAS the text of the aforesaid understanding was communicated by the Government of the United States of America to the Government of the Kingdom of Greece and the aforesaid understanding was accepted by the Government of the Kingdom of Greece;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on December 5, 1951, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid understanding, and the aforesaid convention was duly ratified on the part of the Kingdom of Greece;

AND WHEREAS a protocol between the United States of America and the Kingdom of Greece was signed at Athens on April 20, 1953, in evidence of the acceptance by the Government of the Kingdom of Greece of the aforesaid understanding, the original of which protocol, in the English and Greek languages, is word for word as follows:

PROTOCOL

With reference to the convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Athens on February 20, 1950, the undersigned, The Honorable JOHN E. PEURIFCY, Ambassador of the United States of America in Greece, and His Excellency STEPHANOS STEPHANOPOULOS, Minister of Foreign Affairs of Greece, being duly authorized thereto by their respective Governments, have met and, having considered a resolution adopted by the United States Senate with respect to reciprocal assistance in the collection of taxes, have reached an understanding reading as follows:

"It is understood that the application of article XIX of the convention shall be confined and limited as granting authority to each Contracting State to collect only such taxes imposed by the other Contracting State as will insure that the exemption or reduced rate of tax granted under the present convention by such other State shall not be enjoyed by persons not entitled to such benefits".

This Protocol shall be considered to be an integral part of the Convention as signed in Athens on February 20, 1950, and shall enter into force on the date on which the Government of the United

ΠΡΩΤΟΚΟΛΛΟΝ

Ἐν σχέσει πρός τὴν σύμβασιν μεταξύ τῶν

Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας καὶ παρεμποδίσεως τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρός τὸν φόρον εἰσοδήματος, ὑπογραφεῖσαν ἐν Ἀθήναις τῇ 20 Φεβρουαρίου 1950, οἱ κάτωθι ὑπογεγραμμένοι:

ἡ Λ.Ε. δ. κ. JOHN E. PEURIFOY, Πρεσβευτής τῶν

Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐν Ἑλλάδι, καὶ ἡ
Α.Ε. δ. κ. ΣΤΕΦΑΝΟΣ ΣΤΕΦΑΝΟΠΟΥΛΟΣ, Ὑπουργός ἐπὶ τῶν
Ἐξωτερικῶν τῆς Ἑλλάδος, ἀρμοδίως ἐξουσιοδοτημένοι
παρὰ τῶν διντιστοῖχων αὐτῶν Κυβερνήσεων, συνελθόντες
ἐπὶ τῷ αὐτῷ καὶ λαβόντες ὑπὲρ δύιν ψήφισμα ἔγκριθέν
ὑπό τῆς Γερουσίας τῶν Ἡνωμένων Πολιτειῶν ἐν σχέσει
πρός τὴν παροχήν διμοιβαίας βοηθείας ἐν τῇ εἰσπράξει
τῶν φόρων, συνεψώνησαν ὡς ἀκολούθως:

“Εξυπονοεῖται δτι ἡ ἐφαρμογή τοῦ
καρθου XIX τῆς Συμβάσεως θά περιορίζεται
εἰς τὴν παροχὴν ἐξουσιοδοτήσεως εἰς
ἔκαστον τῶν Συμβαλλόμενων Κρατῶν ὅπως
εἰσπράττῃ ἐπὶ τῶν ἐπιβαλλομένων ὑπό τοῦ
ἐτέρου τῶν Συμβαλλόμενων Κρατῶν φόρων
μδνον ἔκεινους οἵτινες θά παρέχουν τὴν
ἔξασφάλισιν δτι τῆς παρεχομένης ὑπό τοῦ
Κράτους τούτου βάσει τῆς παροδηγῆς Συμ-
βάσεως ἀπαλλαγῆς ἢ μειώσεως φορολογικῶν
συντελεστῶν δὲν γέλουσιν ἐπωφεληθῆ πρόσωπα
μή δικαιούμενα τοιούτων εὑργετημάτων.”

Τὸ πρωτόκολλον τοῦτο θεωρεῖται ὡς ἀναπ-

σπαστὸν μέρος τῆς συμβάσεως ὡς αὕτη ὑπεγράφη ἐν

Ἀθήναις τὴν 20ην Φεβρουαρίου 1950 καὶ θέλει ισχύσει
ἀπό τῆς ἡμερομηνίας καθ' ἥγιον Κυβέρνησις τῶν Ἡνωμένων

States of America receives formal notice of the ratification of this Protocol by the Parliament of the Kingdom of Greece.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Protocol.

DONE at Athens, in duplicate in the English and Greek languages, both texts having equal authenticity, this 20th day of April 1953.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE KINGDOM OF GREECE

The image shows two handwritten signatures. The signature on the left is in cursive and appears to read "John E.瘦身". The signature on the right is also in cursive and appears to read "Stephanopoulos".

Πολιτειῶν τῆς Αμερικῆς ἤθελε εἰδοποιηθῆ ἐπισήμως
περὶ τῆς ἐπιχυρώσεως τοῦ παρόντος πρωτοκόλλου
ὑπὸ τῆς Βουλῆς τοῦ Βασιλείου τῆς Ἑλλάδος.

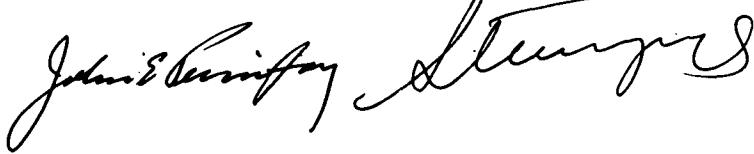
Ἐφ' ᾧ συνετάγῃ τὸ παρόν πρωτόκολλον ὑπογραφέν
ὑπὸ τῶν ἀντιστοίχων Πληρεξουσίων ὡς ἔπειται.

Ἐγένετο ἐν Ἀθήναις εἰς διπλούν εἰς τὴν Ἀγγλικήν
καὶ Ἑλληνικήν γλῶσσαν, ἀμφοτέρων τῶν κειμένων ἔχοντων
τὴν αὐτὴν ίσχυν, σήμερον τὴν 20ην τοῦ μηνὸς

Ἀπριλίου 1953.

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ
ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΥ
ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΣΟΣ



AND WHEREAS it is provided in Article XXI of the aforesaid convention that it shall become effective on the first day of January of the year in which the exchange of the instruments of ratification takes place;

AND WHEREAS it is provided in the aforesaid protocol that it shall be considered to be an integral part of the aforesaid convention and shall enter into force on the date on which the Government of the United States of America receives formal notice of the ratification of the said protocol by the Parliament of the Kingdom of Greece;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Athens on December 30, 1953, and a protocol of exchange, in the English and Greek languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Kingdom of Greece, the signing of the said protocol of exchange being deemed to constitute receipt by the Government of the United States of America of formal notice of the ratification on the part of the Kingdom of Greece of the aforesaid protocol of April 20, 1953;

AND WHEREAS, in accordance with the provisions of Article XXI of the aforesaid convention, the convention is effective beginning January 1, 1953;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention of February 20, 1950, with the aforesaid protocol of April 20, 1953, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof, subject to the aforesaid understanding.

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 fifteenth day of January in the year of our Lord one thousand nine hundred fifty-four
[SEAL] and of the Independence of the United States of America the one hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

PROTOCOL

The undersigned, the Honorable CAVENDISH W. CANNON, Ambassador of the United States of America in Greece, and His Excellency, ALEXANDER PAPAGOS, Field marshal of Greece Prime Minister, Minister for Foreign Affairs ad interim, being duly authorized by their respective Governments, have met for the purpose of exchanging the instruments of ratification by their respective Governments of the convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Athens on February 20, 1950, and the respective instruments of ratification of the convention aforesaid having been compared and found to be in due form, the exchange took place this day.

As recited in the ratification on the part of the United States of America, the Senate of the United States of America, in its resolution of September 17, 1951 advising and consenting to the ratification of the convention aforesaid, expressed a certain understanding with respect thereto, as follows:

“It is understood that the application of Article XIX of the convention shall be confined and limited as granting authority to each Contracting State to collect only such taxes imposed by the other Contracting State as will insure that the exemption or reduced rate of tax granted under the present convention by such other State shall not be enjoyed by persons not entitled to such benefits”.

The text of the said understanding was communicated by the Government of the United States of America to the Government of the Kingdom of Greece. The Government of the Kingdom of Greece has accepted the said understanding by a supplementary protocol signed in Athens on April 20, 1953 and ratified by Legislative Decree N° 2548, of August 16, 1953, promulgated with the advice and consent of the Interim Parliamentary Committee and published in the Greek Government Gazette, Volume I, Folio 231, of August 27, 1953.

Accordingly it is understood by the two Governments that, upon entry into force of the convention aforesaid in accordance with its provisions, Article XIX thereof shall be applied in accordance with the said understanding.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed
the present Protocol of Exchange.

DONE in duplicate, in the English and Greek languages, at Athens
this 30th day of December 1953.—

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

CAVENDISH W CANNON

FOR THE GOVERNMENT OF
THE KINGDOM OF GREECE

A PAPAGOS

ΠΡΩΤΟΚΟΛΛΟΝ

Οἱ κάτωθι υπογεγραμμένοι, ἡ Α.Ε.·δ κ. CAVENDISH W.

CANNON, Πρεσβευτής τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς ἐν
 Ἑλλάδι, καὶ ἡ Α.Ε. δ Στρατάρχης κ. ΑΛΕΞΑΝΔΡΟΣ ΠΑΠΑΓΟΣ, Πρεδρος
 τῆς Κυβερνήσεως, 'Υπουργός ἐπὶ τῶν 'Εξωτερικῶν τῆς 'Ελλάδος, ἀρμο-
 δίως ἔξουσιοδοτημένοι παρά τῶν ἀντιστούχων αὐτῶν Κυβερνήσεων, συνην-
 τήθησαν πρὸς τὸν σκοπὸν ἀνταλλαγῆς τῶν πράξεων κυρώσεως ὑπὸ τῶν
 ἀντιστούχων Κυβερνήσεών των τῆς μεταξύ τῶν 'Ηνωμένων Πολιτειῶν
 τῆς 'Αμερικῆς καὶ τοῦ Βασιλείου τῆς 'Ελλάδος συμβάσεως περὶ ἀπο-
 φυγῆς διπλῆς φορολογίας καὶ ἀποτροπῆς τῆς φορολογικῆς διαφυγῆς ἐν
 σχέσει πρὸς τὸν φόρον εἰσοδήματος; τῆς υπογραφείσης ἐν 'Αθήναις τὴν
 20ῆν Φεβρουαρίου 1950, καὶ, γενομένης τῆς ἀντικαρβολῆς τῶν ἀντι-
 στούχων κυρωτικῶν πράξεων τῆς ὡς εἴρηται συμβάσεως αἰτινες καὶ
 εὑρέθησαν τυπικῶς ἐν τάξει, ἡ ἀνταλλαγὴ ἐπραγματοποιήθη σήμερον.

'Ως μνημονεύεται ἐν τῇ κυρωτικῇ πράξει τῶν 'Ηνωμέ-
 νων Πολιτειῶν τῆς 'Αμερικῆς, ἡ Γερουσία τῶν 'Ηνωμένων Πολιτει-
 ων τῆς 'Αμερικῆς διά τοῦ ἀπὸ 17ῆς Σεπτεμβρίου 1951 φηφίσματος
 αὐτῆς, συνιστῶντος καὶ ἐγκρίνοντος τὴν κύρωσιν τῆς ὡς εἴρηται
 συμβάσεως, προέβη εἰς τὴν κάτωθι ἐπεξηγηματικήν δῆλωσιν:

" 'Εξυπονοεῖται δτι ἡ ἐφαρμοφή τοῦ ἄρθρου XIX
 τῆς Συμβάσεως θά περιορίζεται εἰς τὴν παροχὴν ἐ-
 ξουσιοδοτήσεως εἰς ἔκαστον τῶν Συμβαλλομένων Κρα-
 τῶν ὅπως εἰσπράττῃ ἐκ τῶν ἐπιβαλλομένων ὑπὸ τοῦ
 ἐτέρου τῶν Συμβαλλομένων Κρατῶν φόρων μόνον ἐκε-
 νους οἵτινες θά παρέχουν τὴν ἔξασφάλισιν δτι τῆς
 παρεχομένης ὑπὸ τοῦ Κράτους τούτου βέσει τῆς πα-
 ρούσης Συμβάσεως ἀπαλλαγῆς ἡ μειώσεως φορολογικῶν
 συντελεστῶν δέν θέλουσιν ἐπωφεληθῆ πρόσωπα μή δι-
 καιούμενα τοιούτων εὐεργετημάτων.'

Τοῦ κείμενον τῆς ἐν λόγῳ ἐπεξηγηματικῆς δηλώσεως
 ἔκοινοποιήθη ὑπὸ τῆς Κυβερνήσεως τῶν 'Ηνωμένων Πολιτειῶν τῆς
 'Αμερικῆς πρὸς τὴν Κυβέρνησιν τοῦ Βασιλείου τῆς 'Ελλάδος. 'Η
 Κυβέρνησις τοῦ Βασιλείου τῆς 'Ελλάδος ἀπεδέχθη τὴν ἐν λόγῳ

έπειτα για την δηλωση συμπληρωματικού πρωτοκόλλου ύπογρα-
φέντος έναντι της 20ήν Απριλίου 1953 και κυρωθέντος διά
Νομοθετικού Διατάγματος ύπ' αριθμόν 2548 της 16ης Αυγούστου
1953, έκδοθέντος μετά σύμφωνον γνώμην της Βέβαιης 'Επιτροπής
έκ διοικητών και δημοσιευθέντος είς το ύπ' αριθ. 231, Τεύχος
Πρώτον, μέσα 27 Αυγούστου 1953 φύλλον της 'Εφημερόδιας της Κυ-
βερνήσεως.

Κατόπιν τούτου συμφωνεῖται παρ' αμφοτέρων τῶν Κυ-
βερνήσεων δια, μέσα της θέσεως έναντι της ως είρηται συμβά-
σεως κατά τά ένα αντί δριζόμενα, το δρόμον 19 της συμβάσεως θέ-
λει έσχυσει συμφώνως πρός την προμνησθεῖσαν έπειτα για την δη-
λωση.

'Εφ' ώ το παρόν πρωτόκολλον δινταλλαγής τῶν κυρωτι-
κῶν πράξεων ύπεγράψη ύπό τῶν διντιστούχων Πληρεξουσίων.

'Εγένετο είς διτλούν είς την 'Αγγλικήν και 'Ελλη-
νικήν γλώσσαν, ἐκ Αθηναίων σήμερον την 30ήν τού
μηνὸς Δεκεμβρίου 1953.

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΝ
ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΥ
ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΣΟΣ

DOUBLE TAXATION

Taxes on Estates of Deceased Persons

Convention between the
UNITED STATES OF AMERICA
and **AUSTRALIA**

- Signed at Canberra May 14, 1953
- Ratification advised by the Senate
of the United States of America
July 9, 1953
- Ratified by the President of the
United States of America July 23, 1953
- Ratified by Australia December 14, 1953
- Ratifications exchanged at Canberra
January 7, 1954
- Proclaimed by the President of the
United States of America January 20, 1954
- Entered into force January 7, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Commonwealth of Australia for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons was signed at Washington on May 14, 1953, the original of which convention is word for word as follows:

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON THE ESTATES OF DECEASED PERSONS

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

The Government of the United States of America:

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

The Government of the Commonwealth of Australia:

Sir Percy C. Spender, K.B.E., Q.C., Ambassador Extraordinary and Plenipotentiary of the Commonwealth of Australia,

who, having communicated to one another their full powers, found in good and due form, have agreed as follows:

ARTICLE I

(1) The taxes which are the subject of this Convention are—

- (a) In the United States:
The Federal estate tax;
- (b) In Australia:
The Commonwealth estate duty.

(2) This Convention shall also apply to any other tax of a substantially similar character imposed by either Contracting State after the date of signature of this Convention.

ARTICLE II

(1) In this Convention, unless the context otherwise requires—

- (a) the term "United States" means the United States of America and, when used in a geographical sense, includes only the States thereof, the Territories of Alaska and Hawaii and the District of Columbia;

- (b) the term "Australia" means the Commonwealth of Australia and includes the Territories of Papua, New Guinea and Norfolk Island;
- (c) the term "tax" means the Federal estate tax imposed by the United States, or the Commonwealth estate duty imposed by Australia, as the context requires;
- (d) the term "taxation authority" means, in the case of the United States, the Commissioner of Internal Revenue as authorized by the Secretary of the Treasury and, in the case of Australia, the Commissioner of Taxation or his authorized representative;
- (e) the term "territory", when used in relation to one or the other of the Contracting States, means Australia or the United States, as the context requires.

(2) In the application of the provisions of this Convention by one of the Contracting States, any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that State relating to the taxes which are the subject of this Convention.

(3) For the purpose of this Convention, the question whether a decedent was a citizen, or was domiciled in any part of the territory, of one of the Contracting States at the time of his death shall be determined in accordance with the law in force in that territory.

ARTICLE III

(1) Where a person dies a citizen of the United States or domiciled in any part of the territory of either Contracting State, the situs of rights and interests, legal or equitable, in or over the classes of property specified in this paragraph shall, for the purposes of the imposition of tax upon the estate of that person by reason only of the situs of property being within the taxing State and for the purposes of the credit allowable under Article V of this Convention, be determined exclusively in accordance with the following rules:

- (a) Immovable property (otherwise than by way of security) shall be deemed to be situated at the place where the land concerned is located;
- (b) Tangible movable property (otherwise than by way of security and other than property for which specific provision is hereinafter made) and bank or currency notes and other forms of currency recognized as legal tender at the place of issue shall be deemed to be situated at the

- place where that property or currency is located, or, if *in transitu*, at the place of destination;
- (c) Debts (including bonds other than bonds referred to in sub-paragraph (d) hereof, bills of exchange and promissory notes, whether negotiable or not), secured or unsecured and whether under seal or not, excluding the forms of indebtedness for which specific provision is made elsewhere in this paragraph, shall be deemed to be situated at the place where the debtor is resident, but if the debtor, at the time of the decedent's death, has an established place of business in the State in which the decedent was domiciled and debts were incurred in carrying on the business of that establishment, the debts so incurred shall be deemed to be situated in that State;
- (d) Bonds, stocks, debentures, and other debts being securities, issued by any government, municipality or public authority shall be deemed to be situated at the place where that government, municipality or public authority is located;
- (e) Bank accounts shall be deemed to be situated at the place where the bank or branch thereof, at which the account was kept, is located;
- (f) Moneys, payable under a policy of assurance or insurance or under an annuity contract, whether under seal or not, shall be deemed to be situated where the policy or annuity contract provides that the moneys shall be payable, or, if the policy or annuity contract does not provide where the moneys shall be payable—
- (i) in the case of a company (corporation)—at the place where it is incorporated;
- (ii) in any other case—at the place of residence of the person by whom the moneys are payable;
- (g) A partnership shall be deemed to be situated at the place where the business of the partnership is carried on, but only to the extent of the partnership business at that place;
- (h) Ships and aircraft and shares thereof shall be deemed to be situated at the place of registration of the ship or aircraft;
- (i) Goodwill as a trade, business or professional asset shall be deemed to be situated at the place where the trade, business or profession to which it pertains is carried on;
- (j) Patents, trade marks and designs shall be deemed to be situated at the place where they are registered;

- (k) Copyright, franchises, and rights or licenses to use any copyrighted material, patent, trade mark or design shall be deemed to be situated at the place where the rights arising therefrom are exercisable;
 - (l) Rights or causes of action *ex delicto* surviving for the benefit of an estate of a deceased person shall be deemed to be situated at the place where such rights or causes of action arose;
 - (m) Judgment debts shall be deemed to be situated at the place where the judgment is originally obtained.
- (2) The situs of rights or interests, legal or equitable, in or over property not specified in paragraph (1) of this Article, shall be determined in accordance with the law in force in the Contracting State imposing the tax or allowing the credit.

ARTICLE IV

(1) In determining the amount on which tax is to be computed, permitted deductions shall be allowed in accordance with the law in force in the Contracting State imposing the tax.

(2) Where, upon the death of a person, tax is imposed by one Contracting State and that person, at the time of his death, was not domiciled in any part of the territory of that State, but was a citizen, or was domiciled in some part of the territory, of the other Contracting State, the State so imposing that tax—

- (a) shall allow as an exemption an amount not less than an amount which bears the same proportion to any specific exemption that would have been allowed under the laws of that State if that person had been domiciled therein as the value of the property subjected to that tax bears to the value of the property which would have been subjected to that tax if that person had been so domiciled; and
- (b) shall (except for the purposes of sub-paragraph (a) of this paragraph and except for the purposes of any proportional allowance provided for in the laws of the Contracting State imposing that tax) take no account, in determining the amount or rate of that tax, of property situated outside its territory.

ARTICLE V

(1) Where a Contracting State imposes tax by reason of a decedent's being domiciled in some part of its territory or being its citizen, that State shall allow against so much of its tax (as otherwise

computed) as is attributable to property situated in the territory of the other Contracting State, a credit (not exceeding the amount of the tax so attributable) equal to so much of the tax imposed by that other Contracting State as is attributable to that property; but this paragraph shall not apply as respects so much of that property as is referred to in paragraph (2) of this Article.

(2) Where each Contracting State imposes tax by reason of a decedent's being domiciled in some part of its territory or being its citizen, each Contracting State shall allow against so much of its tax (as otherwise computed) as is attributable to property which is situated—

- (a) outside the territory of each Contracting State; or
- (b) in the territory of each Contracting State, a credit which bears the same proportion to—
 - (c) the amount of its tax so attributable; or
 - (d) the amount of the other State's tax attributable to that property,

whichever is the less, as the first-mentioned amount bears to the sum of both amounts.

(3) The amount of the tax in each Contracting State attributable to any property shall be ascertained after deducting from the total amount of tax any applicable diminution or credit, other than the credit to be allowed under this Article: *Provided*, That, in case another credit for death duty is allowable with respect to the same property pursuant to any other Convention between the crediting State under this Convention and any other State, or pursuant to a law of the crediting State, the total credits shall not exceed the amount of tax of the crediting State attributable to that property computed before allowance of those credits, and in computing credit under paragraph (2) of this Article with respect to property situated outside both Contracting States any credit allowable by either Contracting State for death duty payable in the country where the property is situated shall be taken into account in ascertaining the amount of tax of that Contracting State attributable to that property. Any diminution or credit to be allowed on account of Federal gift tax or Commonwealth gift duty paid or payable on any gift comprised in the estate is the amount remaining after deducting any credit allowed or allowable under any Convention in force between the Contracting States for the avoidance of double taxation with respect to taxes on gifts.

(4) Subject to the provisions of paragraph (3) of this Article, the amount of credit allowable by one of the Contracting States shall

not be reduced as a result of the allowance of a credit for any death duty to which this Convention does not relate.

(5) A credit or refund of tax resulting from the application of this Article shall not be granted unless a claim for that credit or refund, accompanied by all the information necessary for the purpose of ascertaining the amount of the credit or refund, is made within six years from the date of the decedent's death.

(6) A refund of tax resulting from the application of this Article shall be made without payment of interest on the amount refunded.

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

ARTICLE VI

(1) The taxation authorities of the Contracting States shall exchange such information (being information available under the Federal estate tax or the Commonwealth estate duty laws of the Contracting States) as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or the administration of statutory provisions against avoidance of the taxes which are the subject of this Convention.

(2) Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a Court or a reviewing authority) concerned with the assessment or collection of the taxes which are the subject of this Convention or the determination of appeals in relation thereto.

(3) No information shall be exchanged which would disclose any trade secret or trade process.

ARTICLE VII

Where an executor, administrator, trustee or beneficiary shows proof that the action of the taxation authority of one of the Contracting States has resulted, or is likely to result, in double taxation contrary to the provisions of this Convention, he shall be entitled to present the facts to his State of citizenship or domicile or, if a corporation or company, to the State in which it is created, organized or incorporated and, should the claim be deemed worthy of consideration, the taxation authority of that State shall endeavor to come to an agreement with the taxation authority of the other State with a view to avoidance of any double taxation that may be involved.

ARTICLE VIII

(1) The provisions of this Convention shall not be construed so as to deny or affect in any manner any right of diplomatic or other official representatives of either Contracting State to exemptions which they may now enjoy or which may hereafter be granted to those representatives.

(2) This Convention shall not be construed as increasing the liability of the estate of any person under the estate tax laws of the United States.

(3) Should any difficulty or doubt arise as to the interpretation or application of this Convention or its relationship to Conventions between one of the Contracting States and any other State, the taxation authorities of the Contracting States may, subject to applicable rights of appeal, settle the question by mutual agreement.

(4) The taxation authority of each Contracting State may communicate directly with the taxation authority of the other Contracting State for the purpose of giving effect to the provisions of this Convention.

ARTICLE IX

(1) This Convention shall be ratified and the instruments of ratification shall be exchanged at Canberra as soon as possible.

(2) This Convention shall come into force on the date of exchange of instruments of ratification and shall be effective only as to the estates of persons dying on or after that date.

(3) This Convention shall remain in force indefinitely but either Contracting State may on or before the 31st day of March in any calendar year after the year 1955 give the other Contracting State notice of termination, in which event the Convention shall not be effective in respect of the estates of decedents dying after the 30th day of September in the year in which that notice is given.

IN WITNESS WHEREOF the above-mentioned Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

Done at Washington, in duplicate, on the fourteenth day of May, one thousand nine hundred and fifty-three.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WALTER BEDELL SMITH [SEAL]

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:

PERCY C SPENDER [SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of July 9, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on July 23, 1953, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Commonwealth of Australia; .

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Canberra on January 7, 1954, and a protocol of exchange was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Commonwealth of Australia;

AND WHEREAS it is provided in Article IX of the aforesaid convention that the convention shall come into force on the date of exchange of instruments of ratification and shall be effective only as to the estates of persons dying on or after that date;

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the conventions entered into force on January 7, 1954, effective only as to the estates of persons dying on or after that date;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid convention to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

TIAS 2904
Apr. 29 and TECHNICAL COOPERATION
June 25, 1953

Public Health Program

**Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA**

- Signed at Addis Ababa April 29, 1953
- Entered into force April 29, 1953

and

Amendment

- Signed at Addis Ababa June 25, 1953
- Entered into force June 25, 1953

**AGREEMENT FOR A COOPERATIVE PROGRAM OF PUBLIC
HEALTH BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE IMPERIAL
ETHIOPIAN GOVERNMENT**

The Government of the United States of America and the Imperial Ethiopian Government have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Addis Ababa on June 16, 1951, [1] a cooperative program of public health shall be initiated in Ethiopia. The obligations assumed herein by the Imperial Ethiopian Government will be performed by it through the Ministry of Public Health (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration will secure the assistance of other agencies of the Government of the United States and of other public and private agencies in discharging its obligations under this agreement. The Administration, on behalf of the Government of the United States of America, and the Ministry, on behalf of the Imperial Ethiopian Government, shall participate jointly in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES.

The objectives of this cooperation program of public health are:

1. To facilitate the development of improved public health in Ethiopia through cooperative action on the part of the two governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of public health;
3. To promote and strengthen understanding and good will between the peoples of the United States of America and Ethiopia.

¹ Treaties and Other International Acts Series 2271; 2 UST 1227.

ARTICLE III. FIELDS OF ACTIVITY

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

1. Studies of the needs of Ethiopia in the field of public health, and the resources which are available to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in the establishment and operation of health centers and other facilities for preventive medicine and disease control; development of safe water supply; sewage disposal and environmental sanitation; insect control; health education; development of nursing; and such other projects in the field of public health as the parties may agree upon.
4. Related training activities, both within and outside of Ethiopia.

ARTICLE IV. THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of public health. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements, will constitute the Technical Mission of the Administration in Ethiopia. The Technical Mission shall be headed by the U.S. Director of Technical Cooperation in Ethiopia (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Imperial Ethiopian Government.

ARTICLE V. THE JOINT FUND

There is hereby established the United States-Ethiopian Joint Fund for Public Health (hereinafter referred to as the "Joint Fund"). The Joint Fund shall serve as an agency of the Imperial Ethiopian Government and shall administer the cooperative program of public health in accordance with the provisions of this Agreement. The Director, or his designee, and the Minister of Health of Ethiopia (hereinafter referred to as "the Minister") or his designee, shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund may be maintained in such bank or banks as the Co-Directors shall select, and shall be available only for the purposes of this Agreement.

ARTICLE VI. JOINT CONTRIBUTIONS

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

1. The Government of the United States of America, during the period from the date of entry into force of this Agreement through December 31, 1960, subject to the availability of appropriations after June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Joint Fund.
2. In addition, for the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall deposit to the credit of the Joint Fund the sum of \$50,000 (Fifty Thousand Dollars) in U.S. Currency.
3. The Imperial Ethiopian Government, for the period from the date of entry into force of this Agreement through June 30, 1953, shall deposit to the credit of the Joint Fund the sum of \$125,000 (One Hundred Twenty-Five Thousand Dollars), in the currency of Ethiopia. These deposits shall be made in such installments and at such times as the Minister and the Director shall agree upon.
4. The parties shall later agree in writing upon the amount of funds that each will contribute and make available for use in carrying out the program in succeeding years after June 30, 1953.
5. Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U.S. dollars for the respective purposes for which the U.S. dollars deposited to the credit of the Joint Fund are to be used.

6. No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

ARTICLE VII. ADDITIONAL CONTRIBUTIONS

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

2. The Imperial Ethiopian Government, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may, at its own expense, pursuant to agreement between the Co-Directors:

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

ARTICLE VIII. PROJECT OPERATIONS

1. The cooperative program of public health herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Joint Fund. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from monies available in the Joint Fund, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which

shall provide a record of the work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

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

4. The general policies and administrative procedures that are to govern the cooperative public health program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement of and accounting for funds, the incurrence of obligations of the Joint Fund, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Co-Directors.

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

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

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Joint Fund pursuant to this Agreement shall continue to be available for the cooperative program of public health during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies required for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this co-

operative program shall be at the disposition of the Imperial Ethiopian Government.

3. Interest received on funds of the Joint Fund and any other increment of assets of the Joint Fund, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Joint Fund which remain unexpended and unobligated on the termination of the cooperative program of public health shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Imperial Ethiopian Government under this Agreement, as it may be from time to time amended and extended.

ARTICLE X. RIGHTS AND EXEMPTIONS

1. The Imperial Ethiopian Government agrees to extend to the Joint Fund, and to all personnel employed by the Joint Fund, all rights and privileges which are generally enjoyed, under its laws, by agencies of the Imperial Ethiopian Government or by their personnel.

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

3. The rights and privileges referred to in paragraph 1 of this Article X shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative program of public health.

4. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Ethiopia to perform work for the cooperative program of public health, and whose entrance into the country has been approved by the Imperial Ethiopian Government under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of Ethiopia with respect to income upon which they are obligated to pay income and social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and shall be granted the same customs exemptions as are granted to diplomatic personnel of the United States in Ethiopia. At suitable intervals, the Ambassador of the United States of America to Ethiopia shall furnish to the Minister for Foreign Affairs of

Ethiopia the names of the personnel to whom the provisions of this paragraph are applicable.

ARTICLE XI. SOVERIGN IMMUNITY

1. The parties declare their recognition that the Administration, being an agency of the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Ethiopia, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XII. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Public Health Joint Fund Program Agreement". It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate in the English and Amharic languages,^[1] at Addis Ababa this 29th day of April, 1953.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

RICHARD D. GATEWOOD

Richard D. Gatewood

*Charge d'Affaires, a.i., of the
United States of America*

FOR THE IMPERIAL
ETHIOPIAN GOVERNMENT

H. ALEMAYEHOU

Ato Haddis Alemayehou

Vice Minister of Foreign Affairs

M&:0807-345-001

MARCUS J. GORDON

Marcus J. Gordon

*Director of Technical Cooperation
in Ethiopia
Technical Cooperation
Administration*

Blatta Mersie Hazen Wolde Kircos

*Acting Vice Minister
of Public Health*

[SEAL]

¹ No Amharic text of the agreement was signed.

FIRST AMENDMENT OF THE
PUBLIC HEALTH JOINT FUND PROGRAM AGREEMENT

In view of the mutual understanding between the Government of the United States of America and the Imperial Ethiopian Government to extend the General Agreement for Technical Cooperation to Eritrea, as expressed in an exchange of notes dated December 24, 1952, and March 30, 1953,^[1] the two Governments have agreed as follows:

1. Pursuant to the request of the Imperial Ethiopian Government, the Government of the United States of America is agreeable to the extension in the application of the Public Health Program Agreement, entered into between the two Governments on the 29th day of April, 1953.
2. The Government of the United States agrees that, in addition to the obligations which it previously has agreed to assume, it shall deposit to the credit of the Joint Fund, established for the Public Health Program the sum of \$1,800 (One-thousand eight hundred dollars) in currency of the United States of America.
3. In addition to the obligations which the Imperial Ethiopian Government previously has agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of such Joint Fund the sum of \$4,500 (Four-thousand five-hundred dollars) in the currency of Ethiopia.

ADDIS ABABA, June 25, 1953,

R. D. GATEWOOD
R. D. Gatewood,
Charge d'Affaires, a.i.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

[SEAL]

H. ALEMAYEHOU
Ato Haddis Alemayehou,
*Vice Minister of
Foreign Affairs*

FOR THE IMPERIAL
ETHIOPIAN GOVERNMENT

[SEAL]

¹ Treaties and Other International Acts Series 2802; 4 UST, pt. 2, pp. 1444, 1446.

TIAS 2905
July 20 and
Sept. 16, 28,
1953

TECHNICAL COOPERATION

Termination of Joint Commission for Economic Development

**Agreements between the
UNITED STATES OF AMERICA
and BRAZIL**

- Effectuated by Exchange of Notes
Signed at Rio de Janeiro July 20, 1953
- Entered into force July 20, 1953

and

- Exchange of Notes
Signed at Rio de Janeiro September 16
and 28, 1953
- Entered into force September 28, 1953

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
RIO DE JANEIRO

No. 15

July 20, 1953

EXCELLENCY:

I have the honor to refer to the note from the Minister of Foreign Affairs dated December 19, 1950, and the American Ambassador's reply of the same date, establishing the Joint Brazil-United States Economic Development Commission. [¹] I have been informed by the Chairman of the United States Section of the Joint Commission that he and the Chairman of the Brazilian Section are in agreement that the work of the Commission will be completed by September 30, 1953. I therefore take this opportunity to advise Your Excellency, in case the Government of Brazil is in agreement, that the Government of the United States of America considers that the Commission will terminate upon the date of completion of its work.

Please accept, Excellency, the renewed assurances of my high esteem and consideration.

WALTER N. WALMSLEY, Jr.
Chargé d'Affaires ad interim

His Excellency,
VICENTE RÁO,
*Minister for Foreign Affairs,
Rio de Janeiro.*

¹ Treaties and Other International Acts Series 2240; 2 UST 851.

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

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

G/DEC/396/550.(22)

Em 20 de julho de 1953.

SENHOR ENCARREGADO DE NEGÓCIOS,

Tenho a honra de acusar recebimento da nota nº 15, desta data, pela qual Vossa Senhoria me comunica ter sido informado pelo Presidente da Secção Americana da Comissão Mista Brasil-Estados Unidos, criada em 19 de dezembro de 1950, que aquêle representante e o Presidente da Secção Brasileira da mesma Comissão decidiram que a mesma completara seus trabalhos até 30 de setembro de 1953, pelo que, se assim concordar o Governo brasileiro, o Governo dos Estados Unidos da América considerará encerrada a aludida Comissão na data em que completar os seus trabalhos.

2. Agradecendo a comunicação em aprêço, lamento a cessação dos trabalhos da Comissão Mista e manifesto a esperança de que possam os dois Governos, mediante uma nova forma de cooperação, realizar, oportunamente, os projetos já elaborados.

3. Queira Vossa Senhoria transmitir aos membros da Secção Americana da Comissão os agradecimentos do Governo brasileiro pelos excelentes serviços que lhe prestaram.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

VICENTE RÁO

Ao Senhor WALTER N. WALMSLEY Junior,
Encarregado de Negócios dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

G/DEC/396/550.(22)

July 20, 1953.

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge receipt of your note No. 15 of this date, in which you state that you have been informed by the Chairman of the United States Section of the Joint Brazil-United States Commission, created on December 19, 1950, that he and the Chairman of the Brazilian Section of the Commission have decided that it will

complete its work by September 30, 1953, and that, if the Brazilian Government so agrees, the Government of the United States of America will regard the aforesaid Commission as terminated on the date on which it completes its work.

2. While I thank you for the communication in question, I regret the cessation of the Joint Commission's work and express the hope that, through a new form of cooperation, the two Governments may carry out at an early date the projects already prepared.

3. Please be good enough to convey to the members of the American Section of the Commission the thanks of the Brazilian Government for the excellent services which they have rendered to it.

I avail myself of the opportunity to renew to you, Sir, the assurances of my very distinguished consideration.

VICENTE RÁO

Mr. WALTER N. WALMSLEY, Jr.,
Chargeé d'Affaires of the
United States of America.

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

SECRETARIA DE ESTADO
DAS RELAÇÕES EXTERIORES

RIO DE JANEIRO
DEC/DE/550.(22)

EM 16 DE SETEMBRO DE 1953.

Excelentíssimo Senhor
JAMES S. KEMPER,
Embaixador dos Estados
Unidos da América.

Com referência a minha nota G/DEC/396/550.(22), de 20 de julho último, tenho a honra de comunicar à Vossa Excelênci que o Governo brasileiro está de acordo com a prorrogação das atividades da Comissão Mista Brasil-Estados Unidos para Desenvolvimento Econômico até 31 de dezembro vindouro, para efeito da conclusão dos seus últimos trabalhos e publicação da respectiva documentação.

Aproveito a oportunidade para renovar os protestos da mais alta consideração com que me subscrevo,

de Vossa Excelênci,

VICENTE RÁO

Translation

OFFICE OF THE SECRETARY OF STATE
FOR FOREIGN AFFAIRS

RIO DE JANEIRO

DEC/DE/550.(22)

SEPTEMBER 16, 1953.

His Excellency

JAMES S. KEMPER,

Ambassador of the

United States of America.

With reference to my note G/DEC/396/550.(22) of July 20, 1953, I have the honor to inform Your Excellency that the Brazilian Government is agreeable to the continuation of the activities of the Joint Brazil-United States Economic Development Commission until December 31, 1953, to permit the completion of its last projects and publication of the pertinent documentation.

I avail myself of the opportunity to renew the assurances of my highest consideration and remain

Yours very truly,

VICENTE RÁO

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,

Rio de Janeiro, September 28, 1953

NO. 101 EXCELLENCY:

I have the honor to refer to your Excellency's note of September 16, 1953 stating that the Brazilian Government would be agreeable to the continuation of the activities of the Joint Brazil-United States Economic Development Commission until December 31, 1953, in order to complete the preparation of certain projects and the publication of its studies.

In compliance with instructions, and with further reference to the Embassy's note of July 20, 1953, I have the honor to advise that my Government is also agreeable to the continuation of the activities of the Commission until December 31, 1953. My Government anticip-

July 20, 1953
Sept. 16, 28, 1953

pates, however, that the Commission will be terminated at an earlier date in the event its work is completed before December 31.^[1]

I take this occasion to reiterate the expressions of my highest esteem and distinguished consideration.

JAMES SCOTT KEMPER

His Excellency

VICENTE RÁO,

*Minister of Foreign Affairs,
Rio de Janeiro.*

^[1] The Commission completed its work Dec. 31, 1953.

TIAS 2906
Nov. 10, 1953 **COPYRIGHT**

**Provisional Arrangement between the
UNITED STATES OF AMERICA and JAPAN**

- Effectuated by Exchange of Notes
Signed at Tokyo November 10, 1953
- Entered into force November 10, 1953;
operative retroactively April 28, 1952

and

- Related Exchanges of Notes
Signed at Tokyo November 10, 1953

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, November 10, 1953.

No. 794

EXCELLENCY:

With regard to the conversations that have been held recently between representatives of the Governments of the United States and Japan in connection with copyright protection by our respective countries for works by nationals of the other, I have the honor to confirm that the Government of the United States since April 28, 1952, the date of the coming into force of the Treaty of Peace between our respective countries, [¹] has been according to nationals of Japan copyright protection on substantially the same basis as to its own citizens. It is my understanding that citizens of the United States have likewise been accorded, since that date, copyright protection in Japan on substantially the same basis as that accorded by Japan to its own nationals.

Upon receipt of a Note stating that, pursuant to Article 12 of the Treaty, and since April 28, 1952, citizens of the United States have been accorded copyright protection in Japan on substantially the same basis as that accorded to nationals of Japan and will continue to be accorded such protection for a period of four years from such date pending the conclusion of a new copyright agreement, the President of the United States is prepared to have issued a Proclamation, a copy of which is enclosed herewith, which will verify that since April 28, 1952, national treatment has been accorded by the Government of the United States to nationals of Japan in copyright matters.

I have further the honor to inform Your Excellency that it is the understanding of the Government of the United States that our two Governments will seek to conclude, at the earliest practicable date, a mutually satisfactory copyright agreement to regularize the

¹ Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.

copyright relationship between the two countries. I would be grateful for your confirmation of this understanding.

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

JOHN M. ALLISON

Enclosure:

Copy of Proclamation.

His Excellency

KATSUO OKAZAKI,

Minister for Foreign Affairs

of Japan.

COPYRIGHT—JAPAN**BY THE PRESIDENT OF THE UNITED STATES OF AMERICA****A PROCLAMATION**

WHEREAS section 9 of title 17 of the United States Code, entitled "Copyrights," as codified and enacted into positive law by the Act of Congress approved July 30, 1947, 61 Stat. 652, provides in part that the copyright secured by said title shall extend to the work of an author or proprietor who is a citizen of a foreign state or nation only:

"(a) When an alien author or proprietor shall be domiciled within the United States at the time of the first publication of his work; or

"(b) When the foreign state or nation of which such author or proprietor is a citizen or subject grants, either by treaty, convention, agreement, or law, to citizens of the United States the benefit of copyright on substantially the same basis as to its own citizens, or copyright protection, substantially equal to the protection secured to such foreign author under this title or by treaty; or when such foreign state or nation is a party to an international agreement which provides for reciprocity in the granting of copyright, by the terms of which agreement the United States may, at its pleasure, become a party thereto;" and

WHEREAS section 1 of the said title 17 provides in part as follows:

"Any person entitled thereto, upon complying with the provisions of this title, shall have the exclusive right:

* * * * *

"(e) To perform the copyrighted work publicly for profit if it be a musical composition; . . . *Provided*, That the provisions of this title, so far as they secure copyright controlling the parts of instruments serving to reproduce mechanically the musical work, shall include only compositions published and copyrighted after July 1, 1909, and shall not include the works of a foreign author or composer unless the foreign state or nation of which such author or composer is a citizen or subject grants, either by treaty, convention, agreement, or law, to citizens of the United States similar rights."; and

WHEREAS section 9 of the said title 17 further provides that "The existence of the reciprocal conditions aforesaid shall be determined by

the President of the United States, by proclamation made from time to time, as the purposes of this title may require . . ."; and

WHEREAS Article 22 (6) of the Copyright Law of Japan accords rights similar to those extended by section 1 (e) of title 17 of the United States Code; and

WHEREAS Article 12 of the Treaty of Peace with Japan, signed at San Francisco September 8, 1951 provides that Japan will, during a period of 4 years from the first coming into force of the Treaty, accord to an Allied Power national treatment in regards copyright protection to the extent that national treatment is accorded to it by the Allied Power concerned; and

WHEREAS the United States and Japan have each, in fact, since April 28, 1952, the date of the coming into force of said Treaty of Peace, accorded to the nationals of the other copyright protection on substantially the same basis as to its own citizens;

Now, THEREFORE, I, DWIGHT D. EISENHOWER, President of the United States of America, do declare and proclaim:

That since April 28, 1952, the conditions specified in sections 9 (b) and 1 (e) of title 17 of the United States Code have existed and have been fulfilled with respect to the nationals of Japan, and that nationals of Japan have since that date been entitled and will continue to be entitled for a period of 4 years from the first coming into force of the Treaty of Peace, to all the benefits of the said title 17 except those conferred by the provisions embodied in the second paragraph of section 9 (b) thereof regarding the extension of time for fulfilling copyright conditions and formalities.

Provided, that the enjoyment by any work of the rights and benefits conferred by the said title 17 shall be conditioned upon compliance with the requirements and formalities prescribed with respect to such works by the copyright laws of the United States;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this tenth day of November in the year of our Lord nineteen hundred and fifty-three and of
[SEAL] the Independence of the United States of America the one hundred and seventy-eighth.

DWIGHT D. EISENHOWER

By the President:

JOHN FOSTER DULLES

Secretary of State

の相互に満足すべき著作権協定をできる限りすみやかに締結するよう努力するものであると日本国政府も了解していることを確認する光榮を有します。この点に關し、本大臣は、この機會に、前記の協定のための交渉がこの暫定的取極によつて何ら影響を受けるものでないという日本国政府の見解を記録したいと思います。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

昭和二十八年十一月十日

外務大臣

岡崎勝男

の相互に満足すべき著作権協定をできる限りすみやかに締結するよう努力するものであると合衆国政府が了解していることを閣下に通報する光栄を有します。本使は、閣下が以上の了解を確認されれば幸であります。

本大臣は、平和条約第十二条に従い、合衆国市民が、昭和二十七年四月二十八日以後日本国において日本国国民に対すると実質的に同一の基礎における著作権保護を与えてきていること、及び新たな著作権協定が締結されるまで前記の日から四年間引き続き前記の著作権保護を与えられることを閣下に通報する光栄を有します。

本大臣は、更に、両国政府は両国間の著作権関係を正常化するため

解いたします。

合衆国大統領は、前記の条約の第十二条に従い、合衆国市民が、一千九百五十二年四月二十八日以後日本国において日本国国民に対すると実質的に同一の基礎における著作権保護を与えられてきていること、及び新たな著作権協定が締結されるまで前記の日から四年間引き続き前記の著作権保護を与えられることを述べる書簡を受領した時に、一千九百五十二年四月二十八日以後著作権に関する合衆国政府が日本国国民に対し内国民待遇を与えてきていることを明らかにする布告（ここにその写を同封いたします。）を発せしめる用意があります。

本使は、更に、両国政府は両国間の著作権関係を正常化するため

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、本日付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、合衆国及び日本国がそれぞれ相手国国民の著作物に対し
て与える著作権保護につき最近両国政府の代表者の間に行われた会
談に關し、合衆国政府が、両国間の平和条約の効力発生の日である
千九百五十二年四月二十八日以後、日本国国民に対し自國市民に対
すると實質的に同一の基礎における著作権保護を与えてきているこ
とを確認する光榮を有します。本使は、合衆国市民も、同様に、前
記の日以後、日本国が自國民に対して与えると實質的に同一の基礎
における著作権保護を日本国において与えられてきているものと了

Translation

MINISTRY OF FOREIGN AFFAIRS,
Tokyo, November 10, 1953

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

[For the English language text of the note, see *ante*, p. 119.]

I have the honor to inform Your Excellency that, pursuant to article 12 of the Treaty of Peace, and since April 28, 1952, citizens of the United States have been accorded copyright protection in Japan on substantially the same basis as that accorded to nationals of Japan and will continue to be accorded such protection for a period of four years from such date pending the conclusion of a new copyright agreement.

I have further the honor to confirm that it is also the understanding of my Government that our two Governments will seek to conclude, at the earliest practicable date, a mutually satisfactory agreement to regularize the copyright relationship between the two countries. In this regard I wish to take this occasion to record the view of my Government that the negotiations for such an agreement should not be prejudiced in any way by the present provisional arrangement.

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

KATSUO OKAZAKI
Minister for Foreign Affairs.

His Excellency

JOHN M. ALLISON,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America in Japan.*

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, November 10, 1953.

EXCELLENCY:

I have the honor to refer to the Notes exchanged between us today concerning the reciprocal grant of copyright national treatment by

our two countries to the citizens or nationals of the other, pursuant to Article 12 of the Treaty of Peace with Japan, and to request Your Excellency to confirm, on behalf of the Government of Japan, the following understandings of the Government of the United States of America under such Notes:

1. Any right given by the law of either party to translate copyrighted works without authorization shall, as regards musical compositions, apply only to the words thereof.
2. The provisional arrangement under Article 12 of the Treaty of Peace with Japan, as implemented by the exchange of notes mentioned above, does not affect any right acquired prior to April 28, 1952, by nationals of either party under the laws of either party, applicable treaties or conventions concerning copyrights, or any such right which is confirmed by Article 19 (d) or by any other provision of the Treaty of Peace with Japan.

I have further the honor to inform Your Excellency that, with regard to translation rights in works published prior to April 28, 1952, the period of protection to be granted by my Government, from and after such date, shall be that period of time, which, if added to the period between the date of first publication of the work and April 28, 1952, would equal the total period of protection available under the law of the United States. I would appreciate, Your Excellency, a corresponding statement on behalf of the Government of Japan.

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

JOHN M. ALLISON

His Excellency

KATSUO OKAZAKI,

*Minister for Foreign Affairs
of Japan.*

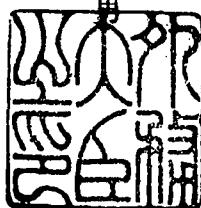
認められる保護の全期間と等しくなるようなものとする旨を閣下に通報する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

昭和二十八年十一月十日

外務大臣

岡崎勝男



日本国駐在アメリカ合衆国特命全権大使 ジョン・M・アリソン閣下

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、著作権に関する両国間の暫定的取極を定めた本日付の交換公文の下におけるアメリカ合衆国政府の了解を本大臣が日本国政府に代つて確認することを要請された千九百五十三年十一月十日付の閣下の書簡に言及する光榮を有します。

本大臣は、右に言及された閣下の書簡に述べられたアメリカ合衆国政府の了解を日本国政府に代つて確認することをきん快とするものであります。

本大臣は、更に、日本国政府も、昭和二十七年四月二十七日以前に発行された著作物の翻訳権について昭和二十七年四月二十八日以後与える保護の期間は、これを当該著作物の最初の発行の日から昭和二十七年四月二十八日までの期間に加算した場合に日本国の法令によつて

Translation

MINISTRY OF FOREIGN AFFAIRS,
Tokyo, November 10, 1953.

MR. AMBASSADOR,

I have the honor to refer to Your Excellency's letter of November 10, 1953, requesting my confirmation, on behalf of the Government of Japan, of the understandings of the Government of the United States of America under the exchange of notes of today's date which established a provisional copyright arrangement between our two countries.

I am pleased to confirm, on behalf of the Government of Japan, the understandings of the Government of the United States of America as stated in Your Excellency's letter under reference.

I have further the honor to inform Your Excellency that, with regard to translation rights in works published prior to April 28, 1952, the period of protection to be granted by my Government, from and after such date, shall be that period of time, which, if added to the period between the date of the first publication of the work and April 28, 1952, would equal the total period of protection available under the law of Japan.

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

[SEAL]

KATSUO OKAZAKI
Minister for Foreign Affairs

His Excellency

JOHN M. ALLISON,
*Ambassador Extraordinary
and Plenipotentiary
of the United States of America
in Japan.*

意を表します。

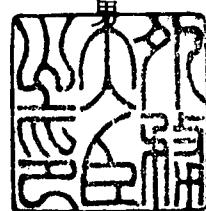
昭和二十八年十一月十日

外務大臣

岡崎勝
用

日本国駐在アメリカ合衆国特命全権大使

ジョン・M・アリソン閣下



の時に合衆国の管轄の下にあつた日本国国民の著作権を処分する合衆国の権利の条約上の承認である。もつとも、合衆国は、政策上、前記の平和条約の効力発生の日以後は、合衆国内にある日本国国民の著作権財産の所属を変じた事実がなく、且つ、現在の事情の下においては、日本国国民の著作物の所属を今後更に変ずる意思を有しない。

3 日本国国民は、大統領布告が発せられた後に合衆国著作権法の条件及び方式を履行することを条件として、大統領布告が発せられた前に生じた侵害を含む著作権侵害に關し、合衆国国民と同一の基礎において合衆国の裁判所に訴を提起することができる。
本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬

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、日本国との平和条約第十二条に従つて両国が相互に相手国の国民又は市民に対し著作権に関する内国民待遇を与えることに関する本日閣下との間に交換した公文に言及し、且つ、閣下がこれらの公文の下における日本国政府の次の了解をアメリカ合衆国政府に代つて確認されることを要請する光榮を有します。

- 1 明治三十八年十一月十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著作権保護に関する協約の諸規定は、戦争及び占領の期間中合衆国において、有効であり且つ日本国国民の著作物の保護に關して適用しうるものとみなされていた。
- 2 日本国との平和条約第十四条(2) 2 (I)は、同条約の最初の効力発生

Translation

MINISTRY OF FOREIGN AFFAIRS,
Tokyo, November 10, 1953.

MR. AMBASSADOR,

I have the honor to refer to the notes exchanged between us today concerning the reciprocal grant of copyright national treatment by our two countries to the nationals or citizens of the other, pursuant to article 12 of the Treaty of Peace with Japan, and to request Your Excellency to confirm, on behalf of the Government of the United States of America, the following understandings of the Government of Japan under such notes:

1. During the period of the war and occupation, the provisions of the Convention regarding the Protection of Copyright between Japan and the United States of America signed at Tokyo on November 10, 1905, [¹] were considered in effect and applicable to protection of works of Japanese nationals in the United States.
2. Article 14 (a) 2 (I) of the Treaty of Peace with Japan is a treaty recognition of the right of the United States of America to dispose of copyrights of Japanese nationals which on the first coming into force of the Treaty of Peace were subject to its jurisdiction. However, as a matter of policy the United States has not vested Japanese owned copyright property in the United States since the date of the coming into force of the said Treaty of Peace, and it is not contemplated that further vesting of Japanese works will take place under present circumstances.
3. If and when Japanese nationals fulfill the conditions and formalities of the United States Copyright Law after the issuance of the Presidential Proclamation, they may file suits in United States courts for copyright infringements, including infringements taking place before the issuance of the Presidential Proclamation, on the same basis as United States nationals.

¹ Treaty Series 450; 34 Stat. 2890.

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

[SEAL]

KATSUO OKAZAKI
Minister for Foreign Affairs.

His Excellency

JOHN M. ALLISON,

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

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, November 10, 1953.

EXCELLENCE:

I have the honor to refer to Your Excellency's letter of November 10, 1953, requesting my confirmation, on behalf of the Government of the United States of America, of the understandings of the Government of Japan under the exchange of Notes of today's date which established a provisional copyright arrangement between our two countries.

I am pleased to confirm, on behalf of the Government of the United States of America, the understandings of the Government of Japan as stated in Your Excellency's letter under reference.

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

JOHN M. ALLISON

His Excellency

KATSUO OKAZAKI,

*Minister for Foreign Affairs
of Japan.*

DEFENSE

TIAS 2907
Sept. 2, 1953

Loan of Aircraft Carrier to France

Agreement between the UNITED STATES OF AMERICA and FRANCE

- Effectuated by Exchange of Notes
Signed at Washington September 2,
1953
- Entered into force September 2,
1953

The Secretary of State to the Chargé d'Affaires ad interim of the French Republic

DEPARTMENT OF STATE
WASHINGTON

September 2, 1953.

SIR:

I refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of France of the small aircraft carrier "Belleau Wood" (CVL-24). I also confirm the understandings reached as a result of those conversations, as follows:

1. The Government of France will retain possession of and will use this carrier in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two Governments signed on January 27, 1950,^[1] and amended on January 5, 1952,^[2] except that it may be assigned temporarily for use outside the North Atlantic area in accordance with the proposals contained in the French Embassy's note No. 307 to my Government, dated May 23, 1953.^[3]
2. This loan shall remain in effect until six months after the cessation of hostilities in Indochina, as determined by the President of the United States, or until August 5, 1958, whichever is earlier. The Government of the United States may, however, request the return of the carrier at any earlier date if such action is necessitated by its own defense requirements, in which event the Government of France will promptly redeliver the vessel in accordance with paragraph 6 below.
3. The carrier, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of France at such a place and time as may be mutually agreed upon, the delivery to be evidenced by a delivery certificate. The Government of France shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spares and replacement parts on-board the carrier at the time of delivery.
4. While the Government of France may place the carrier under the French flag, the title to the carrier, and to the appurtenances

¹ Treaties and Other International Acts Series 2012; 1 UST 34.

² TIAS 2606; 3 UST, pt. 4, p. 4559.

³ Not printed.

enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of France shall not, without the consent of the Government of the United States, relinquish physical possession of the carrier or any such appurtenances.

5. The Government of France renounces all claims which might arise against the Government of the United States in connection with the transfer, use or operation of the carrier and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

6. Upon expiration of the loan as provided in paragraph 2, the carrier, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for fair wear and tear or for damage caused through enemy action, including action by hostile forces, as it was when transferred to the Government of France. Any appurtenances of the types enumerated in paragraph 3 on board the carrier at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should the carrier be damaged or lost through enemy action, including action by hostile forces, the Government of France shall be exempted from liability for such damage or loss. Should the carrier sustain damage from any cause, such as in the opinion of the Government of France renders it a total loss, the Government of France shall consult with the Government of the United States before declaring it a total loss. If the carrier is lost from causes other than enemy action, including action by hostile forces, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and such condition is not the result of damage caused through enemy action, including action by hostile forces, the Government of France agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of France, the present note and your note in reply will be considered as confirming these understandings in accordance with the last sentence of Article I, paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

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

For the Secretary of State:

LIVINGSTON T. MERCHANT

The Honorable

JEAN DARIDAN,

*Chargé d'Affaires ad interim
of the French Republic.*

The Chargé d'Affaires ad interim of France to the Secretary of State

AMBASSADE DE FRANCE
AUX ETATS-UNIS

No. 514

WASHINGTON, le 2 Septembre 1953

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à votre lettre du 2 septembre et aux récentes conversations qui ont eu lieu entre nos deux gouvernements, relatives au prêt à la France, par le Gouvernement des Etats-Unis, du porte-avions "Belleau-Wood" (CVL.24). J'ai également l'honneur de vous confirmer les termes de l'accord auquel ces conversations ont abouti, à savoir:

1 - Le Gouvernement français retiendra ledit porte-avions en sa possession et pour son usage, conformément aux conditions du Pacte de Défense et d'Assistance Mutuelle conclu entre nos deux gouvernements le 27 janvier 1950 et modifié le 5 janvier 1952, sous la réserve toutefois que ce porte-avions pourra être utilisé temporairement en dehors de la zone de l'Atlantique Nord conformément aux propositions énoncées dans la note de cette Ambassade n° 307, en date du 23 mai 1953, adressée à votre Gouvernement.

2 - Ce prêt demeurera en vigueur pour une période de six mois après la cessation des hostilités en Indochine, conformément à la décision du Président des Etats-Unis ou jusqu'au 5 août 1958 si la cessation des hostilités intervenait après cette date. Le Gouvernement des Etats Unis toutefois pourra demander le retour de ce porte-avions à une date plus rapprochée si les nécessités de sa propre défense l'exigent, auquel cas le Gouvernement français rendra le vaisseau dans les plus brefs délais et conformément au paragraphe 6 ci-dessous.

3 - Le porte-avions, avec le matériel et les accessoires de recharge se trouvant à bord, y compris les produits de consommation et le combustible, sera livré au Gouvernement français à la date et en un lieu convenus à l'avance et la livraison en sera effectuée contre reçu. Le Gouvernement français aura la libre disposition de tout l'armement, l'équipement, les appareils, le combustible, les produits de consommation, pièces de recharge et accessoires se trouvant à bord du porte-avions lors de la livraison.

4 - Alors que le Gouvernement français pourra faire battre pavillon français sur le porte-avions, ce dernier, ainsi que le matériel qui en dépend, décrit au paragraphe 3 ci-dessus, à l'exception toutefois du combustible, des produits de consommation, des pièces de recharge et des accessoires, demeureront la propriété du Gouvernement des Etats-Unis. Le Gouvernement français ne pourra, sans le consentement

ment du Gouvernement des Etats-Unis, se dessaisir du porte-avions ou d'une partie quelconque du matériel qui en dépend.

5 – Le Gouvernement français renonce à toute réclamation éventuelle contre le Gouvernement des Etats-Unis ayant trait au transfert, à l'utilisation ou à l'usage en opérations du porte-avions et met le Gouvernement des Etats-Unis à couvert contre toute réclamation formulée par des tiers, résultant du transfert, de l'utilisation ou de l'usage en opérations du dit porte-avions.

6 – A l'expiration du prêt, conformément aux termes du paragraphe 2, le porte-avions, sauf en cas de perte, sera rendu en un lieu et à une date qui seront déterminés par le Gouvernement des Etats-Unis essentiellement dans l'état où il se trouvait lors de son transfert au Gouvernement français, compte tenu de l'usure normale ou des dommages causés par l'action de l'ennemi y compris l'action des forces adverses. Tout matériel énuméré au paragraphe 3 se trouvant à bord du porte-avions lors de sa restitution, deviendra, s'il ne l'est pas déjà, la propriété des Etats-Unis. En cas de perte ou de dommages dus à l'action de l'ennemi y compris l'action des forces adverses, le Gouvernement français sera relevé de toute responsabilité en ce qui concerne ces dommages ou cette perte. Au cas où des dommages quelconques amèneraient le Gouvernement français à considérer le porte-avions comme totalement perdu, le Gouvernement français devra consulter le Gouvernement des Etats-Unis avant de le déclarer comme une perte totale. Au cas où le porte-avions serait perdu pour des raisons autres que celles dues à l'action de l'ennemi y compris l'action des forces adverses, ou ne serait pas, au moment de la restitution, dans le même état général que lors du transfert, et si ce nouvel état ne provenait pas de dommages causés par l'action de l'ennemi y compris l'action des forces adverses, le Gouvernement français s'engage à verser au Gouvernement américain une compensation juste et raisonnable au sujet de laquelle les deux Gouvernements se seraient mis d'accord.

J'ai l'honneur de vous faire savoir que ces conditions reçoivent l'agrément du Gouvernement français et de vous faire connaître son accord pour que la présente lettre et la lettre que Votre Excellence m'a fait tenir soient considérées comme confirmant ces conditions, conformément à la dernière phrase de l'article I, paragraphe I, du Pacte de Défense et d'Assistance Mutuelle signé par nos deux Gouvernements./.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

JEAN DARIDAN

Jean Daridan

Chargé d'Affaires de France a. i.

Son Excellence

M. JOHN FOSTER DULLES

Secrétaire d'Etat

Département d'Etat

Washington D. C.

Translation

EMBASSY OF FRANCE
IN THE
UNITED STATES

No. 514

WASHINGTON, September 2, 1953

MR. SECRETARY OF STATE:

I have the honor to refer to your letter of September 2 and to the recent conversations between our two Governments concerning the loan to France by the Government of the United States of the aircraft carrier *Belleau Wood* (CVL. 24). I also have the honor to confirm to you the terms of the agreement to which those conversations led, namely:

[For the English version of the terms, see *ante*, p. 138.]

I have the honor to inform you that these terms meet with the approval of the French Government, and to make known to you its agreement that the present note and the note which Your Excellency transmitted to me shall be considered as confirming these terms in accordance with the last sentence of Article 1, paragraph 1, of the Mutual Defense Assistance Agreement signed by our two Governments.

Accept, Mr. Secretary of State, the renewed assurances of my highest consideration.

JEAN DARIDAN

Jean Daridan

*Chargé d'Affaires ad interim
of France*

His Excellency

JOHN FOSTER DULLES,

Secretary of State,

Department of State,

Washington, D. C.

**LOAN TO UNITED KINGDOM FOR DEVELOPMENT TIAS 2908
OF CERTAIN PORT FACILITIES IN KENYA AND
TANGANYIKA**

**Under Mutual Security Act of 1951,
as Amended**

**Agreement between the
UNITED STATES OF AMERICA and
the UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND**

- Effectuated by Exchange of Letters
Signed at London June 26, 1953
- Entered into force June 26, 1953

The Chief of the Mutual Security Agency's Special Mission to the United Kingdom to the British Acting Secretary of State for Foreign Affairs

LONDON, June 26, 1953

SIR:

I have the honor to refer to the conversations which have taken place between representatives of the Special Mission to the United Kingdom of the Mutual Security Agency and representatives of the Government of the United Kingdom of Great Britain and Northern Ireland relating to the rendering of financial assistance by the Mutual Security Agency in furtherance of certain Development Programs, submitted to it by the Government of the United Kingdom, for construction of new berthing facilities and storage and other ancillary facilities, and performance of operations incidental to such construction, at the Port of Mombasa, Kenya, and for rehabilitation and modernization of existing wharfs and construction of new wharfs, sheds, marshalling yards and ancillary facilities at the Port of Tanga, Tanganyika.

The purpose of such financial assistance to the Government of the United Kingdom for application to these Development Programs is to further the development of the supply of essential raw materials from the areas concerned by eliminating existing port congestion and providing for further growth in port capacity which is necessary to maintain present levels of shipments and allow for increases in these levels of shipments of essential raw materials.

It is the judgment of the Mutual Security Agency that the additional port, storage, and ancillary facilities to be afforded by the Programs will substantially contribute to the accomplishment of the purposes of Section 514 of the Mutual Security Act of 1951, as amended, [¹] and that the financial assistance proposed to be rendered is therefore authorized under the provisions thereof.

The conversations above-mentioned have resulted in an understanding that the Mutual Security Agency is to loan to the Government of the United Kingdom, from the 5%-10% United States portion of the counterpart account, for certain purposes specified in the respective Development Programs, up to £2,020,000 for the Port of Mombasa

¹ 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

Development Program, and up to £370,000 for the Port of Tanga Development Program, on the terms and conditions next set forth.

1. The Mutual Security Agency (hereinafter referred to as "MSA") will loan to the Government of the United Kingdom up to £2,020,000 for the Port of Mombasa Development Program and up to £370,000 for the Port of Tanga Development Program. The loan shall be made in such installments, at such times, as the Government of the United Kingdom may request in writing, but in no event shall any amount be advanced after June 30, 1954. The principal repayable by the Government of the United Kingdom shall be the amount advanced on or before that date.

2. The principal of the loan shall be repayable by the Government of the United Kingdom in sterling in accordance with the amortization schedule set forth in Annex A hereto attached and made a part hereof. The Government of the United Kingdom may prepay at any time, without penalty or premium, all or any part of the principal of the loan. Any partial prepayment shall be applied to the installments of principal set forth in the above-mentioned amortization schedule in the inverse order of their maturity.

3. The Government of the United Kingdom shall pay simple interest at the rate of 5% per annum on the principal amount of the loan withdrawn under paragraph 1 and outstanding from time to time. Interest shall be payable annually on the thirtieth day of June, beginning the thirtieth day of June, 1954. Interest shall accrue on any amounts advanced to the Government of the United Kingdom from the date on which advanced. Payments of principal and interest shall be made to MSA or to such other agency as may be designated by the Government of the United States.

4. (a) The proceeds of the loan shall be used exclusively for the purposes specified in the Development Programs hereto attached and made a part hereof as Annex B, Port of Mombasa Development Program, and Annex C, Port of Tanga Development Program, and only in amounts designated in the respective Development Programs. Annexes B and C hereof are based on the Development Programs as submitted to MSA and subsequently modified by agreement between MSA and the Government of the United Kingdom.

(b) In respect of the MSA advances under paragraph 1, the Government of the United Kingdom shall for the purposes set forth in paragraph 4 (a) and Annexes B and C hereof extend sterling credits to the East Africa High Commission for the East African Railways and Harbours Administration of amounts not less than the advances made under paragraph 1 and on terms not less advantageous than the terms on which such advances are made.

(c) Before any advance of funds is made to the Government of the United Kingdom under paragraph 1, representatives of the Government of the United Kingdom and of MSA shall agree on the procedures, conditions, and requirements to be established governing the advance and expenditure of funds and the inspection and reporting thereon.

(d) The Government of the United Kingdom shall expend or cause to be expended amounts on the Development Programs, which amounts shall be respectively, at the completion dates for the respective Development Programs set forth in Annexes B and C hereto, at least equal to the amounts advanced by MSA hereunder for each Development Program.

(e) The Development Programs including completion dates as described in Annexes B and C shall be subject to such modifications from time to time as may be agreed by the Government of the United Kingdom and MSA.

5. The Government of the United Kingdom shall:

(a) Take all reasonable measures to assure that each Development Program above referred to is carried out and completed in conformity with Annexes B and C hereto (subject to modification in accordance with the provisions of paragraph 4 (e)), with due diligence and efficiency and in conformity with sound business, engineering and financial practices and that suitable records with respect thereto are maintained;

(b) Take such measures as may be necessary to assure that all costs of the Development Programs as described in Annexes B and C hereto and in paragraph 4 (d) are provided for.

(c) Take such measures as may be necessary to assure that the proceeds of the loan to the Government of the United Kingdom, pending their expenditure pursuant to paragraph 4 (a), shall not be subject to garnishment, attachment, seizure, or other legal process.

6. Until repayment of the loan has been made, the Government of the United Kingdom shall make reports, or cause reports to be made, at semi-annual or other intervals as may be agreed between the Government of the United Kingdom and MSA, with respect to the progress of the Development Programs, the status of funds advanced to the Government of the United Kingdom, and the status of credits extended to the East Africa High Commission; and shall furnish or cause to be furnished to MSA copies of the respective official periodic financial and operating reports of the East African Railways and Harbours Administration relating to the Ports of Mombasa and

Tanga; and shall afford or cause to be afforded to MSA all reasonable opportunity to inspect the properties and operations involved in the Development Programs and to examine complete records of expenditure of funds under paragraph 4 above; and shall make available such other reports relating to the Development Programs as MSA may reasonably request.

7. In the event of:

(a) Any default by the Government of the United Kingdom in the prompt payment to MSA in accordance with Annex A hereto, of any installment of principal of the loan, or of interest thereon, or in performance of any other obligation or undertaking of the Government of the United Kingdom hereinabove set forth; or

(b) Any modification in either of the Development Programs undertaken without MSA agreement as provided for in paragraph 4 (e), which MSA, after consultation with the Government of the United Kingdom, may determine to be such that the Program no longer makes a significant contribution to the furtherance of development of essential raw materials;

the entire unpaid principal of the loan to the Government of the United Kingdom (or, in the case specified in the foregoing sub-paragraph (b), that portion of the loan theretofore advanced by MSA for the purposes of the Program with respect to which MSA has made the determination referred to in sub-paragraph (b)), shall become due and payable, with accrued interest, upon notice by MSA to the Government of the United Kingdom, and MSA shall thereafter be under no obligation to make any further advances under paragraph 1 for the purposes of either of the Programs or, as the case may be, for the purposes of the Program with respect to which MSA has made the determination above mentioned. The failure by MSA to exercise any right pursuant to the foregoing provisions shall not be deemed to constitute a waiver of any other right of MSA under this paragraph 7 or under the other paragraphs of this Agreement.

8. Communications to MSA for the purposes hereof shall be addressed to the Special Mission to the United Kingdom of the Mutual Security Agency. All requests, notices or other communications shall be in writing and signed by a duly authorized representative of MSA or the Government of the United Kingdom, as the case may be.

9. References herein to MSA shall be deemed to mean MSA and any successor to MSA or any designated or duly authorized representative or representatives of MSA.

10. The Government of the United Kingdom shall take the necessary measures to ensure that the rail connections at the Ports of Mombasa and Tanga respectively and the quantity of rolling stock available to both said Ports shall be developed and increased respectively as is appropriate to the improved and enlarged port facilities envisaged in the Ports of Mombasa and Tanga Development Programs.

Upon receipt of a letter from you confirming that the foregoing terms and conditions are acceptable to the Government of the United Kingdom, the Government of the United States of America will consider that this letter and your reply thereto constitute an Agreement between the two Governments which shall then become effective immediately, and which shall terminate upon repayment of all amounts advanced by Msa together with interest thereon in accordance with the provisions set out above, including paragraph 7, unless revised or modified by agreement between the Government of the United Kingdom and Msa.

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

Very truly yours,

LINCOLN GORDON
Lincoln Gordon
Chief of Mission

The Right Honorable

Sir WINSTON CHURCHILL, K. G., O. M., C. H., M. P.,
Acting Secretary of State for Foreign Affairs,
Foreign Office, S. W. 1.

ANNEX A
AMORTIZATION SCHEDULE

<u>Date Payment Due</u>	<u>Payment of Principal (Pounds)</u>	<u>Principal Amount Outstanding After Each Payment</u>
June 30		
1956	103, 913	2, 286, 087
1957	103, 913	2, 182, 174
1958	103, 913	2, 078, 261
1959	103, 913	1, 974, 348
1960	103, 913	1, 870, 435
1961	103, 913	1, 766, 522
1962	103, 913	1, 662, 609
1963	103, 913	1, 558, 696
1964	103, 913	1, 454, 783
1965	103, 913	1, 350, 870
1966	103, 913	1, 246, 957
1967	103, 913	1, 143, 044
1968	103, 913	1, 039, 131
1969	103, 913	935, 218
1970	103, 913	831, 305
1971	103, 913	727, 392
1972	103, 913	623, 479
1973	103, 913	519, 566
1974	103, 913	415, 653
1975	103, 913	311, 740
1976	103, 913	207, 827
1977	103, 913	103, 914
1978	103, 914	0
		2, 390, 000

ANNEX B (Port of Mombasa Development Program)Development Program for the Extension of the Port of Mombasa,
Kenya

The program referred to herein provides for the expansion of the port of Mombasa located on the Indian Ocean in the protectorate of Kenya, including the construction of new berthing, storage and other ancillary facilities.

All of the sea-borne traffic of Kenya and Uganda passes through the port of Mombasa and, in addition, a portion of the traffic from Northern Tanganyika is handled by this port. This traffic includes the export of essential materials such as sisal, wattle bark, and some minerals from Uganda including tin ores, columbite and tantalite, and other important materials such as cotton and oil seeds. Exports from a Uganda copper mining project under consideration would pass through this port if and when the project is carried out.

The port is very badly congested and serious delays have been experienced by shipping. The present expansion is intended to relieve the serious congestion which now exists and which has occurred over the last two years and has resulted in the establishment of a phasing committee which controls the shipments through the port of Mombasa. In addition, the development of further traffic through this port requires the expansion envisaged by this Development Program.

Work is being started or is ready to begin on many of the items included in the Development Program, and plans and specifications for the other items are well along, with construction expected to be initiated in the near future. The following are the items of work to be undertaken:

1. Construction of two new berths Nos. 9 and 10

These berths will add 1,130 feet to the deep water quay. This item as planned includes the quay wall, with foundations and back fill, a storage shed, port cranes, and the supporting road and rail connections. £2,300,000

2. Lighterage berth

The work planned includes construction of 720 feet of new lighterage wharf and two sheds 140' x 300' with additional stacking ground and road and rail connections. £350,000

3. Construction of new dock yard and supporting mechanical shops	£260, 000
4. New storage facilities	
This item as planned includes the construction of four new storage sheds, 150' × 420' each, open storage stacking areas and the necessary relocation and construction of road and railway connections.	£1, 000, 000
5. Improvement of Oil Wharf	
This item as planned includes both the rehabilitation of the existing oil quay and cased oil wharf and the adjustments thereto necessitated by the construction of berths 9 and 10.	£130, 000
Total	£4, 040, 000

Payments for the work set forth above are estimated as follows:

Period	<i>Estimated Amount</i> (Pounds)
June-Dec., 1953	1, 200, 000 ¹
Jan.-June, 1954	1, 100, 000
July-Dec., 1954	1, 000, 000
Jan.-June, 1955	740, 000
Total	£4, 040, 000

¹ Includes small amounts obligated by the East African Railways and Harbours Commission for this project in anticipation of entering this loan agreement, which small amounts will be defrayed from funds made available or caused to be made available by the Government of the United Kingdom pursuant to paragraph 4 (d) of the Agreement to which this Annex B is attached.

The first phase of the work, which includes the construction of new berths 9 and 10, the lighterage berth, and the new storage facilities are being started and will provide for two new deep draft ocean going berths and improved lighterage service for the existing seven berths as well as the two new berths. It is planned that the work will be completed by June 30, 1955.

The work being started will be carried forward under the immediate supervision of the East African Railways and Harbours Administration under various contracts. Technical supervision of the work is the responsibility of the East African Railways and Harbours Administration, which has engaged Coode and Partners as consulting engineers.

The total estimated cost for the five items proposed is £4,040,000 to be paid over the next two years. Fifty per cent (50%) or £2,020,000 will derive from the funds provided under this agreement. The Government of the United Kingdom agrees to expend or cause to be expended £2,020,000 from other funds to be secured by the East Africa High Commission for this development program.

The East African Railways and Harbours Administration has an additional program under way for the purchase of railway rolling stock and improvement of the existing rail connections to the interior from the port. Funds for these improvements are to come from amounts that have been set aside by the East African Railways and Harbours Administration in their renewals program fund, and from sources, other than this agreement, available to the East Africa High Commission.

ANNEX C (Port of Tanga Development Program)Development Program for the Extension of the Port of Tanga,
Tanganyika

The program referred to herein provides for the construction of new wharf, sheds, marshalling yards, and ancillary facilities, and for rehabilitation and modernization of existing wharves in the port of Tanga located on the Indian Ocean in North Eastern Tanganyika.

This port has become increasingly important for the shipment of the essential raw material, sisal, which constituted over 90% of its export tonnage in 1952. Production of sisal in this area is expanding rapidly and the port facilities built in the 1930's are inadequate for handling this growing traffic.

It is expected that sisal shipments will increase considerably over the next few years and the port expansion envisaged in this Development Program is essential to provide facilities to handle this anticipated increase in the supply of sisal.

Preliminary work on port expansion is ready to start and necessary plans and specifications have been prepared. The following are the items of work to be undertaken:

1. Extension of the existing lighter wharf by 350 feet

This item includes the necessary port handling equipment and road and rail connections. £300,000

2. Rebuilding of 600 feet of existing wharf (excluding contribution from renewals)

This item as planned includes work on the wharf itself, the port handling equipment and construction of road and rail connections. £200,000

3. Marshalling yard

This item provides for the construction of the required expansion of railway facilities. £100,000

4. Port storage facilities

This item provides for the construction of a 50,000 square foot storage shed. £120,000

5. The provision of slip ways and marine and mechanical work shops

£20,000

Total £740,000

Payments for the work set forth above are estimated as follows:

<i>Period</i>	<i>Estimated Amount (Pounds)</i>
July-Dec., 1953	200,000
Jan.-June, 1954	200,000
July-Dec., 1954	200,000
Jan.-June, 1955	140,000
 Total	 £740,000

The first phase of the work provides for the addition of 350 linear feet of new wharf and the rehabilitation of 600 feet of existing wharf. Work is to begin in June or July 1953, and it is planned that it will be completed by June 1955.

The work being started will be carried forward under the immediate supervision of the East African Railways and Harbours Administration under various contracts. Technical supervision of the work is the responsibility of the East African Railways and Harbours Administration.

The total estimated cost for the five items proposed is £740,000 to be paid over the next two years. Fifty per cent (50%) or £370,000 will derive from the funds provided under this agreement. The Government of the United Kingdom agrees to expend or cause to be expended £370,000 from other funds to be secured by the East Africa High Commission for this development program.

The East African Railways and Harbours Administration has an additional program under way for the purchase of railway rolling stock and improvement of the existing rail connections to the interior from the port. Funds for these improvements are to come from amounts that have been set aside by the East African Railways and Harbours Administration in their renewals program fund, and from sources, other than this agreement, available to the East Africa High Commission.

*The British Acting Secretary of State for Foreign Affairs to the
Chief of the Mutual Security Agency's Special Mission to the
United Kingdom*

FOREIGN OFFICE,
S. W. 1.

(M 2815/10)

June 26, 1953.

SIR,

I have the honour to acknowledge the receipt of your letter of today's date in the following terms:—

"I have the honor to refer to the conversations which have taken place between representatives of the Special Mission to the United Kingdom of the Mutual Security Agency and representatives of the Government of the United Kingdom of Great Britain and Northern Ireland relating to the rendering of financial assistance by the Mutual Security Agency in furtherance of certain Development Programs, submitted to it by the Government of the United Kingdom, for construction of new berthing facilities and storage and other ancillary facilities, and performance of operations incidental to such construction, at the Port of Mombasa, Kenya, and for rehabilitation and modernization of existing wharfs and construction of new wharfs, sheds, marshalling yards and ancillary facilities at the Port of Tanga, Tanganyika.

The purpose of such financial assistance to the Government of the United Kingdom for application to these Development Programs is to further the development of the supply of essential raw materials from the areas concerned by eliminating existing port congestion and providing for further growth in port capacity which is necessary to maintain present levels of shipments and allow for increases in these levels of shipments of essential raw materials.

It is the judgment of the Mutual Security Agency that the additional port, storage, and ancillary facilities to be afforded by the Programs will substantially contribute to the accomplishment of the purposes of Section 514 of the Mutual Security Act of 1951, as amended, and that the financial assistance proposed to be rendered is therefore authorized under the provisions thereof.

The conversations above-mentioned have resulted in an understanding that the Mutual Security Agency is to loan to the Government of the United Kingdom, from the 5%-10% United States portion of the Counterpart Account, for certain purposes specified

in the respective Development Programs, up to £2,020,000 for the Port of Mombasa Development Program, and up to £370,000 for the Port of Tanga Development Program, on the terms and conditions next set forth.

1. The Mutual Security Agency (hereinafter referred to as "MSA") will loan to the Government of the United Kingdom up to £2,020,000 for the Port of Mombasa Development Program and up to £370,000 for the Port of Tanga Development Program. The loan shall be made in such installments, at such times, as the Government of the United Kingdom may request in writing, but in no event shall any amount be advanced after June 30, 1954. The principal repayable by the Government of the United Kingdom shall be the amount advanced on or before that date.
2. The principal of the loan shall be repayable by the Government of the United Kingdom in sterling in accordance with the amortization schedule set forth in Annex A hereto attached [¹] and made a part hereof. The Government of the United Kingdom may prepay at any time, without penalty or premium, all or any part of the principal of the loan. Any partial prepayment shall be applied to the installments of principal set forth in the above-mentioned amortization schedule in the inverse order of their maturity.
3. The Government of the United Kingdom shall pay simple interest at the rate of 5% per annum on the principal amount of the loan withdrawn under paragraph 1 and outstanding from time to time. Interest shall be payable annually on the thirtieth day of June, beginning the thirtieth day of June, 1954. Interest shall accrue on any amounts advanced to the Government of the United Kingdom from the date on which advanced. Payments of principal and interest shall be made to MSA or to such other agency as may be designated by the Government of the United States.
4. (a) The proceeds of the loan shall be used exclusively for the purposes specified in the Development Programs hereto attached and made a part hereof as Annex B,[²] Port of Mombasa Development Program, and Annex C,[³] Port of Tanga Development Program, and only in amounts designated in the respective Development Programs. Annexes B and C hereof are based on the Development Programs as submitted to MSA and subsequently modified by agreement between MSA and the Government of the United Kingdom.

¹ See *ante*, p. 149.

² See *ante*, p. 150.

³ See *ante*, p. 153.

(b) In respect of the MSA advances under paragraph 1, the Government of the United Kingdom shall for the purposes set forth in paragraph 4 (a) and Annexes B and C hereof extend sterling credits to the East Africa High Commission for the East African Railways and Harbours Administration of amounts not less than the advances made under paragraph 1 and on terms not less advantageous than the terms on which such advances are made.

(c) Before any advance of funds is made to the Government of the United Kingdom under paragraph 1, representatives of the Government of the United Kingdom and of MSA shall agree on the procedures, conditions, and requirements to be established governing the advance and expenditure of funds and the inspection and reporting thereon.

(d) The Government of the United Kingdom shall expend or cause to be expended amounts on the Development Programs, which amounts shall be respectively, at the completion dates for the respective Development Programs set forth in Annexes B and C hereto, at least equal to the amounts advanced by MSA hereunder for each Development Program.

(e) The Development Programs including completion dates as described in Annexes B and C shall be subject to such modifications from time to time as may be agreed by the Government of the United Kingdom and MSA.

5. The Government of the United Kingdom shall:

(a) Take all reasonable measures to assure that each Development Program above referred to is carried out and completed in conformity with Annexes B and C hereto (subject to modification in accordance with the provisions of paragraph 4 (e)) with due diligence and efficiency and in conformity with sound business, engineering and financial practices and that suitable records with respect thereto are maintained;

(b) Take such measures as may be necessary to assure that all costs of the Development Programs as described in Annexes B and C hereto and in paragraph 4 (d) are provided for.

(c) Take such measures as may be necessary to assure that the proceeds of the loan to the Government of the United Kingdom, pending their expenditure pursuant to paragraph 4 (a), shall not be subject to garnishment, attachment, seizure, or other legal process.

6. Until repayment of the loan has been made, the Government of the United Kingdom shall make reports, or cause reports to be made, at semi-annual or other intervals as may be agreed between

the Government of the United Kingdom and MSA, with respect to the progress of the Development Programs, the status of funds advanced to the Government of the United Kingdom, and the status of credits extended to the East Africa High Commission; and shall furnish or cause to be furnished to MSA copies of the respective official periodic financial and operating reports of the East African Railways and Harbours Administration relating to the Ports of Mombasa and Tanga; and shall afford or cause to be afforded to MSA all reasonable opportunity to inspect the properties and operations involved in the Development Programs and to examine complete records of expenditure of funds under paragraph 4 above; and shall make available such other reports relating to the Development Programs as MSA may reasonably request.

7. In the event of:

a) Any default by the Government of the United Kingdom in the prompt payment to MSA in accordance with Annex A hereto, of any installment of principal of the loan, or of interest thereon, or in performance of any other obligation or undertaking of the Government of the United Kingdom hereinabove set forth; or

b) Any modification in either of the Development Programs undertaken without MSA agreement as provided for in paragraph 4 (e), which MSA, after consultation with the Government of the United Kingdom, may determine to be such that the Program no longer makes a significant contribution to the furtherance of development of essential raw materials;

the entire unpaid principal of the loan to the Government of the United Kingdom (or, in the case specified in the foregoing subparagraph (b), that portion of the loan theretofore advanced by MSA for the purposes of the Program with respect to which MSA has made the determination referred to in sub-paragraph (b)), shall become due and payable, with accrued interest, upon notice by MSA to the Government of the United Kingdom, and MSA shall thereafter be under no obligation to make any further advances under paragraph 1 for the purposes of either of the Programs or, as the case may be, for the purposes of the Program with respect to which MSA has made the determination above mentioned. The failure by MSA to exercise any right pursuant to the foregoing provisions shall not be deemed to constitute a waiver of any other right of MSA under this paragraph 7 or under the other paragraphs of this Agreement.

8. Communications to MSA for the purposes hereof shall be addressed to the Special Mission to the United Kingdom of the Mutual

Security Agency. All requests, notices or other communications shall be in writing and signed by a duly authorized representative of MSA or the Government of the United Kingdom, as the case may be.

9. References herein to MSA shall be deemed to mean MSA and any successor to MSA or any designated or duly authorized representative or representatives of MSA.

10. The Government of the United Kingdom shall take the necessary measures to ensure that the rail connections at the Ports of Mombasa and Tanga respectively and the quantity of rolling stock available to both said Ports shall be developed and increased respectively as is appropriate to the improved and enlarged port facilities envisaged in the Ports of Mombasa and Tanga Development Programs.

Upon receipt of a letter from you confirming that the foregoing terms and conditions are acceptable to the Government of the United Kingdom, the Government of the United States of America will consider that this letter and your reply thereto constitute an Agreement between the two Governments which shall then become effective immediately, and which shall terminate upon repayment of all amounts advanced by MSA together with interest thereon in accordance with the provisions set out above, including paragraph 7, unless revised or modified by agreement between the Government of the United Kingdom and MSA."

In reply I have the honour to inform you that the proposals, terms and conditions contained therein, including the three annexes thereto, the texts of which are attached to this letter,^[1] are acceptable to Her Majesty's Government in the United Kingdom, which will regard your letter and this reply as constituting an Agreement between Her Majesty's Government in the United Kingdom and the Government of the United States of America.

I have the honour to be, Sir,

With the highest consideration,

Your obedient Servant,

(For Sir Winston Churchill)

SELWYN LLOYD

Mr. LINCOLN GORDON.

⁷ Not printed. For texts, see *ante*, p. 149-154.

TIAS 2909
June 24, 1953

**ESTABLISHMENT OF REVOLVING LOAN FUND
IN UGANDA PROTECTORATE AND IN TANGANYIKA
Under Economic Cooperation Agreement
of July 6, 1948, as Amended**

**Agreement between the
UNITED STATES OF AMERICA and
the UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

- Effectuated by Exchange of Letters
Signed at London June 24, 1953
- Entered into force June 24, 1953

*The British Minister of State to the Chief of the Mutual Security Agency's
Special Mission to the United Kingdom*

FOREIGN OFFICE,
S. W. 1.
June 24, 1953.

DEAR MR. GORDON,

Conversations have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement signed at London on July 6, 1948, [¹] as amended, [²] and to Section 9 (c) of the Mutual Security Act of 1952, [³] amending Section 115 of the Economic Cooperation Act of 1948. [⁴] I now write to confirm on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland the understandings set out below, which have been reached as a result of these conversations.

1. The Government of the United Kingdom and the Government of the United States of America consider that a programme carried out in the Uganda Protectorate and in Tanganyika, being British territories to which the said Economic Cooperation Agreement extends, pursuant to the provisions of Section 115 (k) of the Economic Cooperation Act of 1948, as amended, and of Section 516 (a) of the Mutual Security Act of 1951, as amended, may make a significant contribution to the achievement of the objectives set out in these sections.
2. The Government of the United Kingdom are satisfied that the accomplishment of the objectives mentioned in paragraph 1 requires an increase in the productivity of the economies of the territories, an increase in the supply of skilled labour in the territories, the increased participation of Africans in industry as either entrepreneur or employee and the greater efficiency of native production, especially in the field of industry, and that the aim of increased efficiency in turn requires improvement in the organisation of plant and in the technical methods of production. The Government of the United Kingdom are satisfied, furthermore, that cooperation between all elements of the community

^¹ Treaties and Other International Acts Series 1795; 62 Stat., pt. 2, p. 2596.

^² TIAS 2036; 1 UST 184; TIAS 2277; 2 UST 1292; TIAS 2815; 4 UST, pt. 2, p. 1528. See also TIAS 2816; 4 UST, pt. 2, p. 1532.

^³ 62 Stat. 150; 22 U. S. C. § 1513 (k).

^⁴ 62 Stat. 152; 22 U. S. C. § 1513 (k).

in the territories—labour, management, and government—is essential to the success of a programme designed to achieve these objectives.

3. The Government of the United Kingdom have therefore proposed the creation of a revolving loan fund in the Uganda Protectorate and in Tanganyika of approximately £100,000 in each case, to be constituted with funds deposited in the Special Account in accordance with Article IV of the said Economic Cooperation Agreement, such funds being the counterpart of aid funds allotted to the United Kingdom under Section 115 (k) of the Economic Cooperation Act referred to in paragraph 1 above. The revolving loan funds will be used in accordance with the following conditions:

- (a) The revolving loan funds will be used for short-term loans to African firms or enterprises for equipment and reorganisation of plant. Producers, processors, and distributors of food-stuffs and agricultural supplies, such as fertilisers, and projects for distribution and marketing of agricultural products will also be eligible.
- (b) In each territory the revolving loan fund will be administered by a body, which will include unofficial representation, to be established by the Government of the territory. In each territory there will be appropriate African participation in the administration of the revolving loan fund.
- (c) The revolving loan funds will be administered in accordance with terms which will provide, *inter alia*, that loans should be used to increase production and productivity with consequent lower prices to consumers, so as to promote an expanding economy capable of providing a progressive increase in standards of living. The importance will be stressed of making these loans available to small and medium-sized undertakings in order to increase the ability of industry to produce under fully competitive conditions; importance will be attached to choosing sound undertakings likely to be able to market their increased production, and to the necessity, if the loans are to have their maximum utility, of providing means whereby the knowledge and experience gained in suitable cases will be made available to others in a position to benefit from it and whereby the results achieved through higher productivity can be equitably shared among all elements of the community in the territories.
- (d) Borrowers who receive loans from the revolving loan funds will be furnished with the technical assistance necessary to the best use of the borrowed funds. Such technical assistance will therefore promote the achievement of the objectives cited in the earlier numbered paragraphs of this letter and at the same

time improve the ability of the borrowers to repay the sums borrowed so that they will again become available for loans to others.

4. The Government of the United Kingdom will provide the Special Mission to the United Kingdom of the Mutual Security Agency with quarterly reports to be rendered within forty-five days after the end of each quarter on the employment of the revolving loan fund in each territory so that the Government of the United States may be regularly and fully informed of the status and achievements of the revolving loan funds until such time as the Government of the United States shall indicate their desire to terminate the receipt of the said quarterly reports.

5. The decision as to the industries or branches of agriculture in which loans will originally be made will be taken in consultation with the Special Mission to the United Kingdom of the Mutual Security Agency. Periodic meetings will be held by representatives of the Government of the United Kingdom with representatives of the Special Mission to the United Kingdom of the Mutual Security Agency to discuss the operations of the revolving loan funds until such time as it may be agreed between the two Governments to discontinue such meetings.

6. Either or both of the revolving loan funds may be terminated by agreement between the two Governments. On such termination, disposal of any funds remaining in the fund or funds terminated, including any payments of principal and interest thereon which may accrue thereafter on loans from the fund or funds terminated, shall be determined by agreement between the Government of the United States and the Government of the United Kingdom.

7. (a) The Government of the United States will allot \$625,000 to the Government of the United Kingdom during the United States fiscal year 1953 to carry out the terms of this letter, in accordance with established procedures for the allotment of other dollar assistance under the Mutual Security Act of 1951, as amended. This allotment will be made at the date of signature of this letter. These dollars will be available for general programme procurement under the established Procurement Authority procedure governing the expenditure of other dollar assistance made available by the Government of the United States under the said Act.

(b) The Government of the United Kingdom have agreed that 90% of the local currency counterpart of the dollar sum set forth in sub paragraph (a) above will be designated in equal portions for the revolving loan fund of each of the territories mentioned in paragraph 3 above.

(c) The Government of the United Kingdom have agreed that the local currency counterpart deposits made by them which will accrue in accordance with the provisions of Article IV of the said Economic Cooperation Agreement as the counterpart fund of the aforementioned dollar assistance shall be dealt with as follows:—

- (i) On the date of allotment of the dollars referred to in subparagraph (a) of paragraph 7 above, a separate United States/United Kingdom fund will be established, to which will be transferred the local currency equivalent to 90% of the said allotment. The date and amount of such transfer of funds will be specified in the formal letter from the Mutual Security Agency in Washington allotting dollars in accordance with this letter.
- (ii) The local currency equivalent of 10% of the dollar allotment made in accordance with this letter will be transferred, as is the case with the other dollar assistance under the Mutual Security Act of 1951, as amended, to the account of the Government of the United States.

(d) Releases of counterpart funds from such special United States/United Kingdom fund shall be made only to bodies agreed in accordance with sub-paragraph (b) of paragraph 3 above.

(e) The revolving loan funds referred to in paragraph 3 above will draw their initial funds from the special United States/United Kingdom fund referred to in sub-paragraph (c) (i) above. Any payments on loans made from the said funds and any net interest earnings which may accrue in connexion with such loans will likewise be used to make further loans in accordance with paragraph 3 above.

(f) The total amount of funds expended in accordance with this letter for loans for projects falling within the scope of the second sentence of sub-paragraph (a) of paragraph 3 above will not exceed 30% of the local currency funds which will be available in accordance with its terms.

(g) The revolving loan funds created hereunder will at all times be separately accounted for and will retain their separate identity.

8. In the event that either or both of the revolving loan funds described in paragraph 3 above do not come into being the Government of the United Kingdom will refund to the Government of the United States any dollars received by the Government of the United Kingdom pursuant to the arrangements set out above, that is, should one such fund not be established, \$312,500 or such lesser amount as may have been received in respect of the fund not established, or, should neither fund be established, \$625,000 or the total amount received pursuant to the arrangements set out above should that amount

be less than \$625,000, and the Government of the United States will refund to the Government of the United Kingdom the sterling equivalent of 10% of such dollar amount and will agree to the release to the Government of the United Kingdom from the funds in the special United States/United Kingdom account established under sub-paragraph (c) (i) of paragraph 7 above of the sterling equivalent of 90% of such dollar amount.

9. Wherever the words "Special Mission to the United Kingdom of the Mutual Security Agency" occur in the numbered paragraphs above they shall be deemed to include any other Agency which the Government of the United States may appoint.

I would be glad if you would confirm that the understandings set out above also represent the understandings of the Government of the United States of America.

Yours sincerely,

SELWYN LLOYD

The Honourable

LINCOLN GORDON,

*United States Embassy,
1, Grosvenor Square,
W. 1.*

The Chief of the Mutual Security Agency's Special Mission to the United Kingdom to the British Minister of State

JUNE 24, 1953

SIR:

I write to acknowledge and thank you for your letter of today, the 24th of June, 1953, about the understandings reached in recent conversations between representatives of our two Governments about a program pursuant to the provisions of Section 115 (k) of the Economic Cooperation Act of 1948, as amended, and of Section 516 (a) of the Mutual Security Act of 1951, as amended, to be carried out in the Uganda Protectorate and in Tanganyika.

In reply I am able to confirm that the understandings set out in the nine numbered paragraphs of your letter also represent the understandings of the Government of the United States of America.

LINCOLN GORDON

Lincoln Gordon

Chief of Mission

The Rt. Hon. SELWYN LLOYD, Q. C., M. P.

Minister of State

Foreign Office

Downing Street, S. W. 1

**TIAS 2910
Oct. 9, 1952, ECONOMIC COOPERATION
and Oct. 1, 1953**

**Agreement between the
UNITED STATES OF AMERICA
and ICELAND**

- Effectuated by Exchange of Notes
Signed at Reykjavik October 9, 1952,
and October 1, 1953
- Entered into force October 1, 1953

The American Minister to the Icelandic Minister for Foreign Affairs

AMERICAN LEGATION,
Reykjavik, October 9, 1952.

No. 57

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between Representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and the Republic of Iceland signed at Reykjavik on July 3, 1948, [¹] and to the enactment into law of Public Law 400, 82nd Congress, [²] amending the Economic Cooperation Act of 1948 [³] and the Mutual Security Act of 1951. [⁴] I also have the honor to confirm the understandings reached as a result of these conversations as follows:

1. Whenever reference is made in the said Economic Cooperation Agreement as amended, [⁴] to the Mutual Security Act of 1951, or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such acts as heretofore amended.
2. The phrase, "five percent of each deposit", appearing in article IV paragraph 4 of the said Economic Cooperation Agreement shall be changed to "ten percent of each deposit". The application of this provision shall be in accordance with the provisions set forth in the letter dated July 8, 1952, from the Mutual Security Agency Mission to the Icelandic Minister of Commerce. [⁵]

¹ Treaties and Other International Acts Series 1787; 62 Stat., pt. 2, p. 2363.

² 66 Stat. 141; 22 U.S.C. § 1651 *et seq.*

³ 62 Stat. 137; 22 U.S.C. § 1501 note.

⁴ 65 Stat. 373; 22 U.S.C. § 1651 note.

⁵ TIAS 2026; 1 UST 154; and TIAS 2284; 2 UST 1317.

⁶ Not printed.

Upon receipt of a note from your Government indicating that the foregoing understandings are acceptable to the Icelandic Government, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two governments on this subject.

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

EDWARD B. LAWSON

His Excellency

THE MINISTER FOR FOREIGN AFFAIRS
OF ICELAND.

The Icelandic Minister for Foreign Affairs to the American Minister

UTANRÍKISRÁÐUNEYTIÐ^[1]

REYKJAVÍK

OCTOBER 1, 1953.

EXCELLENCY:

With a Note dated October 9, 1952, Your Excellency confirmed the understandings reached as a result of conversations which had recently taken place between Representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and the Republic of Iceland signed at Reykjavik on July 3, 1948, and to the enactment into law of Public Law 400, 82nd Congress, amending the Economic Cooperation Act of 1948 and the Mutual Security Act of 1951 as follows:

1. Whenever reference is made in the said Economic Cooperation Agreement as amended, to the Mutual Security Act of 1951, or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such acts as heretofore amended.

2. The phrase, "five percent of each deposit" appearing in article IV paragraph 4 of the said Economic Cooperation Agreement shall be changed to "ten percent of each deposit". The application of this provision shall be in accordance with the provisions set forth in the letter dated July 8, 1952, from the Mutual Security Agency Mission to the Icelandic Minister of Commerce.

¹ Ministry for Foreign Affairs.

The Government of Iceland confirms that the foregoing understandings are acceptable and the Government will consider that this Note and your Note of October 9, 1952 constitute an agreement between the two Governments on this subject.

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

KRISTINN GUDMUNDSSON

His Excellency

EDWARD B. LAWSON,
Minister of the United States of America,
Reykjavik.

TIAS 2911
Nov. 23, 1953

MUTUAL DEFENSE ASSISTANCE

Purchase of Equipment and Materials for Internal Police Use

Agreement between the UNITED STATES OF AMERICA and the FEDERAL REPUBLIC OF GERMANY

- Effectuated by Exchange of Notes
Signed at Washington November 23, 1953
- Entered into force November 23, 1953

*The Secretary of State to the Ambassador, Chargé d'Affaires of the
Federal Republic of Germany*

DEPARTMENT OF STATE

WASHINGTON

Nov 23 1953

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning proposed purchases by the Federal Republic from the United States of certain equipment for police use.

The Federal Republic of Germany has been determined to be eligible to receive from the Government of the United States of America on a reimbursable basis certain equipment and materials for internal police use under the authority and subject to the provisions of Section 408 (e) of the Mutual Defense Assistance Act of 1949, [¹] as amended. [²] As has been pointed out in the course of the recent conversations, the provisions of this law and the policy of the United States Government require that certain assurances be received before completing any transactions under Section 408 (e) of the Act.

It is the understanding of the Government of the United States that the Government of the Federal Republic of Germany is prepared to give the following assurances:

1. Such equipment, materials or services as may be acquired from the Government of the United States under this Agreement are required for and will be used solely to maintain the internal security of the Federal Republic and the Federal Republic of Germany will not undertake any act of aggression against any other state.

2. The Government of the Federal Republic of Germany will not relinquish title to or possession of any equipment, materials, information or services furnished under this Agreement, unless otherwise mutually agreed by the two Governments.

3. The Government of the Federal Republic of Germany will take such security measures as may be agreed in each case in order to prevent a disclosure or compromise of classified equipment, materials,

¹ 63 Stat. 720.

² 64 Stat. 376; 22 U. S. C. § 1580.

services or information furnished by the Government of the United States pursuant to this agreement.

4. It is understood that, prior to the transfer of any item or the rendering of any service under this Act, the Government of the United States retains the right to terminate the transaction.

5. The Government of the Federal Republic of Germany is prepared to accept terms and conditions of payment for any item or service which may be furnished under the Mutual Defense Assistance Act of 1949, as amended, which are in accord with the provisions of Section 408 (e) of that Act.

I have the honor to propose that this note, together with your reply confirming these assurances, constitute an agreement between the Government of the United States and the Government of the Federal Republic of Germany, effective on the date of your note.

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

For the Secretary of State:

GEOFFREY W. LEWIS

Acting Director

Office of German Affairs

His Excellency

Doctor HEINZ L. KREKELER,

*Ambassador, Charge d'Affaires of the
Federal Republic of Germany.*

*The Ambassador, Chargé d'Affaires of the Federal Republic of
Germany to the Secretary of State*

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
1742-44 R STREET, NORTHWEST
WASHINGTON 9, D. C.

EXCELLENCY:

I have the honor to refer to your Excellency's note of Nov. 23, 1953 concerning the assurances required from the Government of the Federal Republic of Germany prior to the completion of the arrangements between the Government of the Federal Republic of Germany and the Government of the United States of America for the supply of certain military equipment and materials, on a reimbursable basis, under the provisions of Section 408 (e) of the Mutual Defense Assistance Act of 1949, as amended.

The Government of the Federal Republic of Germany assures the Government of the United States as proposed in your note, as follows:

1. Such equipment, materials or services as may be acquired from the Government of the United States under this Agreement are required for and will be used solely to maintain the internal security of the Federal Republic and the Federal Republic of Germany will not undertake any act of aggression against any other state.
2. The Government of the Federal Republic of Germany will not relinquish title to or possession of any equipment, materials, information or services furnished under this Agreement, unless otherwise mutually agreed by the two Governments.
3. The Government of the Federal Republic of Germany will take such security measures as may be agreed in each case in order to prevent a disclosure or compromise of classified equipment, materials, services or information furnished by the Government of the United States pursuant to this Agreement.
4. It is understood that, prior to the transfer of any item or the rendering of any service under this Act, the Government of the United States retains the right to terminate the transaction.

5. The Government of the Federal Republic of Germany is prepared to accept terms and conditions of payment for any item or service which may be furnished under the Mutual Defense Assistance Act of 1949, as amended, which are in accord with the provisions of Section 408 (e) of that Act.

The Government of the Federal Republic of Germany concurs with your proposal that this note, together with your note dated Nov. 23, 1953, referred to above, constitutes an agreement covering all transactions on this subject between the two Governments, the said agreement to enter into force on the date of this note. [1]

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

HEINZ L KREKELER

His Excellency

THE SECRETARY OF STATE OF THE UNITED STATES

Department of State

Washington, D. C.

¹ Undated, but delivered to the Department of State on Nov. 23, 1953.

PASSPORT VISAS

TIAS 2912 **Validity of Nonimmigrant Visas**
Oct. 28 and
Nov. 10, 12, and Schedule of Fees
1953

**Agreement between the
UNITED STATES OF AMERICA
and MEXICO**

- Effectuated by Exchange of Notes
Dated at México October 28,
November 10 and 12, 1953
- Entered into force November 12, 1953
with
- Related Exchange of Notes
Dated at México November 10 and 12,
1953

The American Ambassador to the Mexican Minister for Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 418

MEXICO, D. F., October 28, 1953.

EXCELLENCY:

I have the honor to refer to my Note No. 116 dated August 6, 1953 [¹] and to other communications concerning a revision of the present Visa Agreement between our two Governments.[²] As a result of further negotiations between officials of the Ministry of Foreign Relations and officials of the Embassy, I am authorized by my Government to propose the following text of articles defining the various categories of nonimmigrants and covering the validity of nonimmigrant visas and the number of times such visas may be used for application for admission to the United States:

“Article 1. The passport and visa requirements will be waived, on a basis of reciprocity, in the cases of military or civilian officials or employees of the Mexican National Government, or of a Mexican state or municipal government, and the members of their families, making an application for admission into the continental United States from Mexico on personal or official business or for pleasure, or in immediate and continuous transit.

“Article 2. To accredited officials of the Mexican Government who seek to enter the United States on official business, and members of the immediate families of such officials, and the attendants, servants, personal employees and members of their immediate families, there will be issued diplomatic, official, or other appropriate nonimmigrant visas valid for multiple applications for entry within a maximum period of twenty-four months from date of issuance.

“Article 3. To Mexican citizens, including Mexican citizen children under 15 years of age accompanying parents or a parent, who seek to enter the United States temporarily as nonimmigrants for the purpose of pleasure, or for the purpose of pursuing a course of study, or in immediate and continuous transit, there will be issued

¹ Not printed.

² Treaties and Other International Acts Series 2090; 1 UST 491.

appropriate B or C [¹] nonimmigrant visas valid for a single application for entry within a period of three months from date of issuance.

"Article 4. To Mexican citizens, including Mexican citizen children under 15 years of age accompanying parents or a parent, who seek to enter the United States temporarily at various times as nonimmigrants for the purpose of pleasure, or for the purpose of pursuing a course of study, or in immediate and continuous transit, there will be issued appropriate B or C nonimmigrant visas valid for multiple applications for admission within a period of six months from date of issuance.

"Article 5. To Mexican citizens who seek to enter the United States temporarily for business, there will be issued a B-1 nonimmigrant visa valid for a single application for entry within a period of three months from date of issuance.

"Article 6. To Mexican citizens who seek to enter the United States temporarily at various times as nonimmigrants for business there will be issued B-1 nonimmigrant visas valid for multiple applications for entry within a period of six months from date of issuance.

"Article 7. To Mexican citizens who seek to enter the United States temporarily at various times as nonimmigrants for the purpose of inspecting articles whose export is not prohibited by the United States Government or to acquire such articles destined to Mexican markets, there will be issued B-1 nonimmigrant visas valid for multiple applications for admission within a period of twelve months from date of issuance.

"Article 8. To Mexican citizens who seek to enter the United States temporarily and solely for the purpose of pursuing a full course of study in an established institution of learning or other recognized place of study in the United States, particularly designated by him and approved by the Attorney General, there will be issued F nonimmigrant visas which will be valid for multiple applications for admission within a period of twelve months and which will be subject to a revalidation without fee.

"Article 9. In the cases of Mexican citizen crew members of aircraft authorized to engage in commercial transportation into the United States, who are in possession of valid ICAO [²] cards, who are not among the classes of aliens excludable from the United States, and who are applying for admission into the United States from Mexico or from another foreign country, the nonimmigrant visa

¹ Alphabetical references herein to classifications of nonimmigrant aliens are derived from provisions of the Immigration and Nationality Act of 1952 (66 Stat. 163; 8 U. S. C. § 1101 *et seq.*)

² International Civil Aviation Organization.

requirements are waived. In the cases of Mexican citizen stewards and hostesses of aircraft belonging to a Mexican company authorized to engage in commercial transportation into the United States, who are not in possession of valid ICAO cards but who are in possession of valid Mexican passports, and who are applying for admission into the United States from Mexico or from another foreign country, the nonimmigrant visa requirements are waived.

“Article 10. Individual D visas will be issued to Mexican citizen seaman valid for multiple applications for admission within a period of twenty-four months from date of issuance provided the Mexican Government will admit American seamen members of crews of merchant vessels arriving at a Mexican port without an individual visa or permit to enter if they are included in a crewlist which has been visaed by the appropriate authorities of the Mexican Government. In connection with this article and the preceding article such Mexican citizen crew members and seamen may, until such time as individual D visas are mandatory, be included in a crewlist which has been visaed by an American consular officer.

“Article 11. To Mexican citizens who seek to enter the United States as representatives, delegates, officers, or employees of an international organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organizations Immunities Act,[1] the members of the immediate families of such representatives, delegates, officers, or employees, and the attendants, servants, personal employees and members of their immediate families, there will be issued diplomatic, official, or other appropriate nonimmigrant visas valid for multiple applications for entry within a maximum period of twelve months from date of issuance.

“Article 12. To Mexican citizens who reside in or near the Border Area and who seek to cross the border habitually or periodically, there will be issued nonresident aliens’ border-crossing identification cards which may be used for multiple applications for admission during the validity of such cards.

“Article 13. To Mexican citizens who are not classified as immigrants who seek to enter the United States as artists, professional sportsmen, professors of learned institutions, officers or employees of agricultural, commercial, industrial, or mining industries and who seek to enter the United States to engage in any employment or remunerative work there will be issued H nonimmigrant visas which will be valid for a single application for entry and for the period of employment approved in the petition but not to exceed twelve months.

[1] 59 Stat. 669; 22 U. S. C. § 288 *et seq.*

"Article 14. To Mexican citizens who are *bona fide* representatives of Mexican press, radio, film, or other information media, who seek to enter the United States solely to engage in such vocation, and the spouses and children of such representatives, will be issued I nonimmigrant visas valid for multiple applications for entry within a period of six months from date of issuance.

"Article 15. To Mexican citizens who are students, lecturers, speakers, teachers, or outstanding persons in the various branches of learning, technology, and the arts, who seek to enter the United States under programs of cultural exchange, will be granted EX nonimmigrant visas valid for a single application for admission within a period of six months from date of issuance. It is understood that the Governments of the United States and Mexico, as a matter of sovereign right, may admit or refuse to admit any person seeking entry for any purpose. The purpose for which each exchange grant is awarded will be stated in connection with the representation made by the Department of State to the Embassy of Mexico.

"Article 16. The period of validity of a visa relates only to the period within which it may be used in connection with an application for admission at a port of entry into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer after he is admitted. The period of each stay will, as at present, continue to be determined by the United States Immigration authorities at the port of entry.

"Article 17. No Mexican citizen will be issued a visa with which to apply for admission into the United States unless such citizen is found to be eligible to receive such visa under the laws and regulations of the United States in effect at the time the visa is issued."

It is the understanding of my Government that a reply from your Excellency indicating the agreement of your Excellency's Government to this proposal will constitute a Visa Agreement between the Governments of Mexico and the United States of America which will cancel by mutual accord the Agreement of May 3, 1950.^[1] The new Agreement shall become effective no later than thirty days from the date of receipt of your Excellency's reply.

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

FRANCIS WHITE

His Excellency

Señor Don LUIS PADILLA NERVO,
Minister for Foreign Relations,
México, D. F.

¹ TIAS 2090; 1 UST 491.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

621728

México, D. F., 10 de Novbre. de 1953.

EXCELENCIA:

Tengo el honor de hacer referencia a la muy atenta nota de Vuestra Excelencia número 418 de fecha 28 de octubre próximo pasado y a las negociaciones llevadas a cabo entre funcionarios de esa Embajada y de esta Secretaría, para manifestar a Vuestra Excelencia que mi Gobierno está del todo de acuerdo con el texto de los artículos que aparecen en su mencionada nota y que se refieren a las diversas categorías de No Inmigrantes, la validez de las visas de carácter temporal y el número de veces que tales visas pueden ser usadas para hacer solicitudes de admisión a los Estados Unidos de América.

Por su parte, el Gobierno de México, por mi conducto se permite dar a conocer al de Vuestra Excelencia el texto de los artículos que definen las diversas categorías de No Inmigrantes, establecen la validez de las visas y otros documentos migratorios de carácter temporal y el número de veces que tales visas o documentación pueden ser usadas para solicitar la admisión a México:

1.—A los funcionarios y empleados federales y a los miembros de los Poderes Ejecutivo, Legislativo y Judicial de los Estados de la Unión Americana, que se internen a los Estados Unidos Mexicanos hasta por veintinueve días, solos o acompañados de sus esposas, hijas solteras e hijos menores, se les admitirá libremente, sin otro requisito que la presentación de la credencial que acredite el carácter oficial del portador o, en caso de los miembros de los Poderes, Ejecutivo, Legislativo y Judicial de los Estados de la Federación Americana, con su identificación correspondiente. En todo caso, los interesados deberán llenar los cuestionarios estadísticos de entrada.

2.—A los funcionarios diplomáticos y consulares del Gobierno de los Estados Unidos Americanos, acreditados ante el Gobierno de los Estados Unidos Mexicanos o a los funcionarios que el propio Gobierno envíe a la República Mexicana en comisión especial, sus familiares inmediatos, ayudantes, servidumbre y empleados, se expedirá, según el caso, VISA DIPLOMATICA u OFICIAL, de acuerdo con el Artículo 37 de la Ley General de Población, válida por un máximo de veinticuatro meses contados a partir de la fecha de expedición, y para múltiples solicitudes de entrada al país.

3.-A los ciudadanos americanos que se dirijan a los Estados Unidos Mexicanos exclusivamente por motivos de recreo, estudios de cursos de verano o invierno, o en tránsito, se expedirá TARJETA DE TURISTA, de acuerdo con el Artículo 50, Fracción I de la Ley General de Población, válida para internarse al país por una sola vez, dentro de un plazo de tres meses contados a partir de la fecha de expedición y para una permanencia máxima improrrogable de seis meses. En cuanto a los hijos menores de quince años, que acompañados de sus padres, se dirijan a los Estados Unidos Mexicanos con iguales motivos que los señalados anteriormente, se les documentará con la forma F1, que tendrá la validez temporal anteriormente indicada.

4.- A los ciudadanos americanos que se dirijan a los Estados Unidos Mexicanos con los motivos señalados en la cláusula anterior, pero que pretendan internarse varias veces, se les expedirá, asimismo, TARJETA DE TURISTA de acuerdo con la disposición invocada de la Ley General de Población, válida por seis meses, a partir de la fecha de la expedición y con derecho a múltiples solicitudes de entrada al país. En cuanto a los hijos menores de quince años que acompañados de sus padres, se dirijan a los Estados Unidos Mexicanos con iguales motivos que los señalados anteriormente, se les documentará con la Tarjeta F1, que tendrá la validez temporal indicada anteriormente.

5.- A los ciudadanos americanos que se dirijan a los Estados Unidos Mexicanos en viaje de negocios, se les expedirá TARJETA DE NO INMIGRANTE, de acuerdo con el Artículo 50, Fracción III, de la Ley General de Población válida para internarse al país por una sola vez dentro de un plazo de tres meses contados a partir de la fecha de su expedición y para una permanencia máxima de seis meses.

6.- A los ciudadanos americanos que en viaje de negocios se dirijan a los Estados Unidos Mexicanos y deseen internarse varias veces en la República Mexicana, se les expedirá TARJETA DE NO INMIGRANTE de acuerdo con el Artículo 50, Fracción III, de la Ley General de Población, válida por seis meses refrendables y con derecho a entradas múltiples, sin que ninguna de ellas exceda del máximo de seis meses de permanencia.

7.- A los ciudadanos americanos que se dirijan a los Estados Unidos Mexicanos con objeto de inspeccionar embarques de artículos cuya exportación no esté prohibida por el Gobierno de los Estados Unidos Mexicanos, o adquirir tales artículos para destinarlos a los mercados de los Estados Unidos de América, se les expedirá TARJETA DE NO INMIGRANTE, de acuerdo con el Artículo 50, Fraccion III, de la Ley General de Población, válida por seis

meses refrendables y con derecho a un número ilimitado de entradas dentro del plazo de su validez, sin que la permanencia en ninguna de las entradas exceda de seis meses.

8.—A los ciudadanos americanos que se dirijan a los Estados Unidos Mexicanos con objeto de estudiar en algún plantel educativo autorizado por el Gobierno de los Estados Unidos Mexicanos, por un período mayor de seis meses, se les expedirá TARJETA DE ESTUDIANTE INMIGRANTE de acuerdo con el Artículo 48, Fracción VII, de la mencionada Ley General de Población, válida por doce meses refrendables y con derecho a las entradas y salidas que se determinen por los períodos de vacaciones oficiales o en casos de excepción previamente justificados, siempre que se cumplan los términos del Artículo 46 de la misma Ley General de Población.

9.—Los ciudadanos americanos que sean miembros de la tripulación de una aeronave perteneciente a cualquier compañía autorizada para dedicarse a transportes comerciales en los Estados Unidos Mexicanos, y que se identifiquen con tarjeta expedida por la Civil Aeronautic Authority del Gobierno de los Estados Unidos de América, serán admitidos para permanecer en el país por plazos que no excedan de diez días, sin necesidad de cubrir otro requisito. En cuanto a los sobrecargos, miembros también de la tripulación y quienes por razones legales de su país no posean tarjeta de la Civil Aeronautic Authority, se les admitirá previa presentación de pasaporte vigente, siempre que sus nombres aparezcan en el manifiesto de la aeronave y se identifiquen con algún documento que les expida la compañía a la que sirven. Asimismo, el Gobierno de los Estados Unidos Mexicanos proveerá a tales tripulantes, cuando hayan llenado los requisitos aquí señalados, de la tarjeta F-15 para su internación al país.

10.—Los ciudadanos americanos que sean miembros de la tripulación de barcos mercantes que arriben a puerto mexicano, no requieren documentación individual, siempre que estén incluidos en la lista de tripulantes que, visada, se extienda al Capitán del barco y que se hallen en posesión de algún documento de identidad, expedido por las autoridades marítimas de su país. Su estancia en el país quedará circunscrita al puerto de desembarque y durante el tiempo que el barco esté surto en dicho puerto. Asimismo, el Gobierno de los Estados Unidos Mexicanos proveerá a tales marineros de la tarjeta F-15.

11.—A los ciudadanos americanos que viajen como delegados, funcionarios o empleados de un Organismo Internacional, del cual los Estados Unidos Mexicanos y los Estados Unidos de América sean miembros,— y con el cual el Gobierno de México haya celebrado acuerdo sobre privilegios e inmunidades de los funcionarios,—

sus familiares inmediatos, ayudantes, servidumbre y empleados personales, se otorgará VISA DIPLOMATICA U OFICIAL, cuando sean portadores de pasaportes diplomáticos u oficiales o cualquier otra visa apropiada que disponga la Ley en cualquier momento para la admisión de no inmigrantes, visa que será válida por un máximo de doce meses contados a partir de la fecha de expedición y con derecho a un número ilimitado de solicitudes de entrada durante dicho lapso. Estas visas quedan sujetas a cancelación o renovación de acuerdo con la duración de las funciones consignadas en el pasaporte.

12.- Los ciudadanos americanos que residan en las zonas fronterizas de los Estados Unidos de América y deseen cruzar la frontera habitual o periódicamente, por setenta y dos horas o menos, solo requieren la presentación de algún documento de identidad y residencia. (El Gobierno Mexicano se reserva el derecho de implantar el requisito de tarjetas especiales para el cruce de fronteras, las que serán expedidas sobre una base de reciprocidad, sin cobro alguno de derechos, cuando sean implantadas).

13.- A los ciudadanos americanos artistas o deportistas profesionales, profesores de instituciones docentes, funcionarios o empleados de empresas agrícolas, industriales, comerciales, mineras, etc., que se dirijan a los Estados Unidos Mexicanos para desempeñar cualquier empleo o trabajo remunerado, se les expedirá TARJETA DE NO INMIGRANTE, previa autorización de la Secretaría de Gobernación, de acuerdo con el Artículo 50, Fracción III, de la Ley General de Población, válida por seis meses y con derecho a una sola entrada, pudiendo ser revalidada para entradas subsecuentes, durante el período de su validez.

14.- A los ciudadanos americanos que sean periodistas o representantes de otros organismos de difusión y que, debidamente acreditados para el desempeño de una comisión de su oficio, pretendan internarse a los Estados Unidos Mexicanos, solos o acompañados de sus cónyuges, hijas solteras e hijos menores, se les expedirá PERMISO DE CORTESIA, de acuerdo con el Artículo 53 de la Ley General de Población, válido hasta por seis meses renovables y con derecho a entradas múltiples.

15.- A los ciudadanos americanos que sean estudiantes, conferencistas, maestros, personas connotadas en las ramas del saber, de la técnica y del arte, que pretendan internarse en el país en virtud de un programa de intercambio cultural promovido por uno u otro

de los Gobiernos de los Estados Unidos Mexicanos o de los Estados Unidos de América, o por ambos, se les expedirá PERMISO DE CORTESIA, de conformidad con el Artículo 53 de la Ley General de Población, válido para internarse en la República por una sola vez, sin que su estancia exceda de seis meses contados a partir de la fecha de entrada al país, previa solicitud que en cada caso formulará el Departamento de Estado del Gobierno de la Unión Americana. Se rigen por esta misma cláusula los ciudadanos americanos que pretendan internarse al país para llevar a cabo un entrenamiento técnico en las industrias o el comercio de los Estados Unidos Mexicanos, en virtud de un programa de intercambio establecido entre nuestro Gobierno y el de los Estados Unidos de América y previa la solicitud correspondiente del Departamento de Estado.

16.— El período de validez de las visas u otra documentación migratoria se refiere tan solo a aquél en que pueden utilizarse para solicitar su admisión a través de un puerto de entrada a México y no al tiempo que puede permanecer el portador en la República, ya que éste será fijado en cada caso por las Autoridades de Migración en el puerto de entrada.

17.— No se expedirá visa u otra documentación migratoria a ningún ciudadano de los Estados Unidos de América, salvo que el mismo sea admisible en México de acuerdo con las Leyes y Reglamentos que estén en vigor en la fecha en que se solicite la internación.

La aceptación por parte del Gobierno de Vuestra Excelencia del texto de los artículos antes insertos, constituirá un Acuerdo sobre documentación migratoria a No Inmigrantes entre los Gobiernos de los Estados Unidos de América y de México, el que cancelará, por acuerdo mutuo, el Acuerdo inicial del 3 de mayo de 1950.

El Gobierno de México ha puesto ya en vigor a partir del día 1º del mes en curso todas y cada una de las disposiciones a que se refiere en esta nota.

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

L. P. N.

Exmo. Sr. FRANCIS WHITE,
Embajador de los Estados Unidos de América.
Presente.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

621728

México, D. F., November 10, 1953.

EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note No. 418 dated October 28, 1953, and to the negotiations between officials of your Embassy and this Department, and to inform Your Excellency that my Government is in full agreement on the text of the articles contained in the above-mentioned note, referring to the various categories of nonimmigrants, the validity of temporary visas, and the number of times that such visas may be used in applying for admission to the United States of America.

For its part, the Government of Mexico takes the liberty of informing Your Excellency, through me, of the text of the articles defining the various categories of nonimmigrants and establishing the validity of visas and other immigration documents of a temporary nature and the number of times that such visas or documents may be used in applying for admission to Mexico:

1. Federal officials and employees and members of the executive, legislative, and judicial branches of state governments of the United States, who enter the United Mexican States for a period of not more than twenty-nine days, either alone or accompanied by their wives, unmarried daughters, and minor children, will be freely admitted, with no other requirement than the presentation of credentials establishing the official status of the bearer or, in the case of members of the executive, legislative, and judicial branches of state governments of the United States, their appropriate identification. In all cases the persons concerned must fill out the statistical entry questionnaires.

2. Diplomatic and consular officials of the Government of the United States of America who are accredited near the Government of the United Mexican States, or those officials whom their own Government sends to the Mexican Republic on special missions, their immediate families, attendants, servants, and employees, will be issued DIPLOMATIC OR OFFICIAL VISAS, as the case may be, pursuant to Article 37 of the General Population Law, valid for a maximum period of twenty-four months from the date of issuance and for multiple applications for entry into the country.

3. American citizens who go to the United Mexican States solely for purposes of pleasure, summer or winter study courses, or in transit will be issued TOURIST CARDS, pursuant to Article 50,

Section I, of the General Population Law, valid for a single entry into the country within a period of three months from the date of issuance and for a maximum nonextendible stay of six months. Children under fifteen years of age who go to the United Mexican States accompanied by their parents, for the reasons noted above, will be provided with form F1, which will be valid for the period indicated above.

4. American citizens who go to the United Mexican States for the reasons stated in the preceding clause but who seek to enter at various times, will likewise be issued TOURIST CARDS pursuant to the aforesaid provisions of the General Population Law, valid for six months from the date of issuance and for multiple applications for admission to the country. Children under fifteen years of age who go to Mexico accompanied by their parents, for the same reasons as those indicated above, will be provided with card F1, which will be valid for the aforementioned period.

5. American citizens who go to the United Mexican States on business will be issued NONIMMIGRANT CARDS pursuant to Article 50, Section III, of the General Population Law, valid for a single entry into the country within a period of three months from the date of issuance and for a maximum stay of six months.

6. American citizens who go to the United Mexican States on business and who wish to enter the Mexican Republic at various times, will be issued NONIMMIGRANT CARDS pursuant to Article 50, Section III, of the General Population Law, valid for renewable [periods of] six months and for multiple entries, none of which may exceed a maximum stay of six months.

7. American citizens who go to the United Mexican States to inspect shipments of articles, the exportation of which is not prohibited by the Government of the United Mexican States, or to buy such articles for the markets of the United States of America, will be issued NONIMMIGRANT CARDS pursuant to Article 50, Section III, of the General Population Law, valid for renewable [periods of] six months and for unlimited entries within the period of their validity, no stay on any entry to exceed six months.

8. American citizens who go to the United Mexican States to study at any educational institution authorized by the Government of the United Mexican States for a period of more than six months will be issued IMMIGRANT STUDENT CARDS pursuant to Article 48, Section VII, of the General Population Law, valid for [periods of] twelve months and for such entries and exits as are determined by the official vacation periods or in exceptional cases justified in advance, provided that the terms of Article 46 of the aforesaid General Population Law are complied with.

9. American citizens who are crew members of aircraft belonging to any company authorized to engage in commercial transport in the United Mexican States and who have identification cards issued by the "Civil Aeronautic Authority" of the Government of the United States of America will be admitted without meeting any other requirements, for a stay in the country of not more than ten days. Supercargoes who are also crew members and who for legal reasons of their country do not possess cards issued by the "Civil Aeronautic Authority" will be admitted upon presentation of a valid passport, provided that their names appear on the aircraft manifest and that they have an identification document issued to them by the company by which they are employed. Likewise, after such crew members have met the requirements herein indicated, the Government of the United Mexican States will provide them with card F-15 for their admission into the country.

10. American citizens who are crew members of merchant vessels putting in at Mexican ports require no individual documents, provided that they are on the crewlist which, after visa, is issued to the captain of the vessel and provided that they have an identification document issued by the maritime authorities of their country. Their stay in the country will be restricted to the port of debarkation and to such time as the vessel is anchored in the said port. Likewise, the Government of the United Mexican States will provide such seamen with card F-15.

11. American citizens who travel as delegates, officials, or employees of an international organization of which the United Mexican States and the United States of America are members and with which the Government of Mexico has concluded an agreement on privileges and immunities of officials, their immediate families, attendants, servants, and personal employees, will be issued DIPLOMATIC OR OFFICIAL VISAS when they hold diplomatic or official passports, or any other appropriate visa provided by law at any time for the admission of nonimmigrants, which visa will be valid for a maximum [period] of twelve months from the date of issuance and for unlimited applications for entry during the said period. Such visas are subject to cancellation or renewal according to the duration of the duties noted in the passports.

12. American citizens residing in the border zones of the United States of America, who wish to cross the border habitually or periodically, for seventy-two hours or less, are required only to present identification and residence documents. (The Mexican Government reserves the right to establish the requirement of special border-crossing cards, which will be issued on a basis of reciprocity, without charge, when they are established.)

13. American citizens who are artists or professional sportsmen, professors in educational institutions, officials or employees of agricultural, industrial, commercial, mining, and similar companies and who go to the United Mexican States to engage in any employment or remunerative work will be issued NONIMMIGRANT CARDS upon authorization of the Department of the Interior, pursuant to Article 50, Section III, of the General Population Law, valid for six months and for a single entry, but subject to revalidation for subsequent entries during its period of validity.

14. American citizens who are newspapermen or representatives of other information media and who, being duly accredited to carry out an assignment relating to their occupation, seek to enter the United Mexican States, alone or accompanied by their spouses, unmarried daughters, and minor children, will be issued COURTESY PERMITS, pursuant to Article 53 of the General Population Law, valid for renewable periods of six months and for multiple entries.

15. American citizens who are students, lecturers, teachers, or outstanding persons in branches of learning, technology, and art, and who seek to enter the country under programs of cultural exchange promoted by the Government of the United Mexican States or of the United States of America or by both, will be issued COURTESY PERMITS, pursuant to Article 53 of the General Population Law, valid for a single entry into the Republic, the stay not to exceed six months from the date of entry into the country, upon application to be made in each case by the Department of State of the United States Government. This clause applies also to American citizens who seek to enter the country to give technical training in the industries and commerce of the United Mexican States under a program of exchange between our Government and the Government of the United States of America, after appropriate application has been made by the Department of State.

16. The period of validity of the visas and other immigration documents relates only to the period within which they may be used to apply for admission through a Mexican port of entry and not to the time during which the bearer may remain in the Republic, since this will be determined in each case by the immigration authorities at the port of entry.

17. No visa or other immigration document will be issued to any citizen of the United States of America unless such person is eligible for admission to Mexico under the laws and regulations in force on the date on which admission is requested.

Acceptance by Your Excellency's Government of the text of the articles inserted above will constitute an agreement on immigration documentation for nonimmigrants between the Governments of the United States of America and Mexico, which will by common accord cancel the initial agreement of May 3, 1950.

The Government of Mexico has already put into force, on the first day of this month, each and all of the provisions to which this note refers.

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

L. P. N.

His Excellency

FRANCIS WHITE,

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

The American Ambassador to the Mexican Minister for Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 471

México, D. F., México, November 12, 1953.

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's Note No. 621728 dated November 10, 1953 setting forth the text of the Articles defining the various categories of nonimmigrants, the validity of visas and the number of times which such visas may be used for application for admission into Mexico on the part of citizens of my country and stating that your Excellency's Government is in agreement with the text of the corresponding articles contained in my Note No. 418 of October 28, 1953 and that the acceptance of the part of my Government of your Excellency's note under reference will constitute a Visa Agreement on the definition of the various categories of nonimmigrants, the validity of visas and the number of times such visas may be used for application for admission, and which will cancel by mutual accord the Visa Agreement of May 3, 1950.

I am pleased to accept on behalf of my Government the text of the Agreement as contained in the Note under reference and note has been taken of the fact that the pertinent Mexican regulations were put into effect November 1, 1953. Measures to implement the Agreement on the part of my Government were put into effect on November 9, 1953.

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

FRANCIS WHITE

His Excellency

Senor Don LUIS PADILLA NERVO,
Minister for Foreign Relations,
México, D. F.

The Mexican Minister for Foreign Relations to the American Ambassador

**SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO**

621729 México, D. F. 10 de noviembre de 1953.

EXCELENCIA:

Como ampliación al contenido de mi nota número 621728 de esta misma fecha, me es grato manifestar a Vuestra Excelencia que de conformidad con las disposiciones legales en vigor, mi Gobierno tiene establecidos los siguientes impuestos migratorios, según las diversas categorías de No Inmigrantes que se especificaron en la nota a que al principio me refiero:

Artículo 1	Gratis
Artículo 2	Gratis
Artículo 3	
Primer Párrafo	\$26.00
Segundo Párrafo	Gratis
Artículo 4	
Primer Párrafo	\$43.25
Segundo Párrafo	Gratis
Artículo 5	\$26.00
Artículo 6	\$43.25
Artículo 7	\$26.00
Artículo 8	Gratis
Artículo 9	Gratis
Artículo 10	Gratis
Artículo 11	Gratis
Artículo 12	Gratis
Artículo 13	\$360.00
Artículo 14	Gratis
Artículo 15	Gratis

Al hacer lo anterior del conocimiento de Vuestra Excelencia, he de agradecerle tenga a bien darme a conocer las cuotas que, en reciprocidad, haya decidido establecer el Gobierno de los Estados Unidos de América por la expedición de visas a No Inmigrantes.

Me es grato reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

L. P. N.

Excmo. Señor

FRANCIS WHITE

Embajador de los Estados Unidos de América

México, D. F.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

621729

MÉXICO, D. F., November 10, 1953.

EXCELLENCY:

With further reference to the contents of my note No. 621728 dated today, I am happy to inform Your Excellency that, in conformity with legal provisions in force, my Government has established the following immigration fees, according to the various categories of nonimmigrants specified in the aforesaid note:

Article 1	Gratis
Article 2	Gratis
Article 3	
Paragraph 1	\$26.00
Paragraph 2	Gratis
Article 4	
Paragraph 1	\$43.25
Paragraph 2	Gratis
Article 5	\$26.00
Article 6	\$43.25
Article 7	\$26.00
Article 8	Gratis
Article 9	Gratis
Article 10	Gratis
Article 11	Gratis
Article 12	Gratis
Article 13	\$360.00
Article 14	Gratis
Article 15	Gratis

On transmitting the foregoing information to Your Excellency, I should appreciate it if you would inform me of the fees for the issuance of nonimmigrant visas which the Government of the United States of America has decided to establish in reciprocity.

I take pleasure in renewing to Your Excellency the assurances of my highest and most distinguished consideration.

L. P. N.

His Excellency

FRANCIS WHITE,

*Ambassador of the United States of America,
México, D. F.*

The American Ambassador to the Mexican Minister for Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 472

MEXICO, D. F., November 12, 1953.

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's Note No. 621729 of November 10, 1953 listing the fees for the issuance of visas to American citizens in the various categories of nonimmigrants defined in your Excellency's Note No. 621728 of the same date.

The Immigration and Nationality Act of 1952 [¹] does not provide any fees for the issuance of visas to nonimmigrants. Section 281 of this Act however provides that the Secretary of State shall prescribe fees for the issuance of nonimmigrant visas corresponding as nearly as practicable to the fees charged nationals of the United States by foreign governments. Accordingly, on the basis of reciprocity my Government has prescribed the following fees for the various categories of nonimmigrants defined in my Note No. 418 dated October 28, 1953 corresponding to the fees listed in your Excellency's note under reference:

Article 1	Gratis
Article 2	Gratis
Article 3	\$3.00 (Children under 15 years of age accompanying parents or parent, gratis.)
Article 4	\$5.00 (Children under 15 years of age accompanying parents or parent, gratis.)
Article 5	\$3.00

¹66 Stat. 163; 8 U. S. C. § 1101 *et seq.*

Article 6	\$5.00
Article 7	\$3.00
Article 8	Gratis
Article 9	Gratis
Article 10	Gratis
Article 11	Gratis
Article 12	Gratis
Article 13	\$41.50
Article 14	Gratis
Article 15	Gratis

With respect to Article 10 it is the understanding of my Government that the fee for the issuance of crewlist visas is not within the scope of the present exchange of notes and that the waiver of fees listed for persons covered by Article 10 refers to any form of documentation which may be required other than the visa of crewlists.

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

FRANCIS WHITE

His Excellency

Señor Don LUIS PADILLA NERVO,
Minister for Foreign Relations,
México, D. F.

PASSPORT VISA FEES

TIAS 2913
July 19 and
Aug. 11, 1948

Agreement between the UNITED STATES OF AMERICA and INDIA

- Effectuated by Exchange of Notes
Dated at New Delhi July 19 and
August 11, 1948
- Entered into force August 11, 1948

*The American Chargé d'Affaires ad interim to the Indian Minister
for External Affairs and Commonwealth Relations*

No. 279

AMERICAN EMBASSY

New Delhi, India, July 19, 1948

The Charge d'Affaires a. i. of the United States of America presents his compliments to the Honorable Minister for External Affairs and Commonwealth Relations and has the honor to refer to a conversation on July 9, 1948 in which Mr. Henry T. Smith of the American Embassy proposed to Mr. P. A. Menon of the Ministry of External Affairs and Commonwealth Relations an informal arrangement continuing on a reciprocal basis the fee of \$2.00 for a nonimmigrant passport visa. Mr. Menon, after consultation with other interested officials, accepted this proposal.

The Government of the United States of America has instructed the Embassy to formalize this arrangement on the basis of an exchange of notes. It therefore would be appreciated if the Ministry of External Affairs and Commonwealth Relations would confirm at an early date its acceptance of this agreement which establishes the fee of \$2.00 for a nonimmigrant passport visa, no charge being made for the application.

The Honorable

MINISTER FOR EXTERNAL AFFAIRS
AND COMMONWEALTH RELATIONS,
Government of India,
New Delhi.

The Indian Minister for External Affairs and Commonwealth Relations to the American Chargé d'Affaires ad interim

GOVERNMENT OF INDIA.
MINISTRY OF EXTERNAL AFFAIRS AND
COMMONWEALTH RELATIONS.

No.F.17(1)-PV(1)/48.

New Delhi 3, the 11th August 1948.

The Minister for External Affairs and Commonwealth Relations presents his compliments to the Charge d'Affaires of the United States

of America in India and, with reference to his communication No. 279, dated the 19th July, 1948, has the honour to say that the Government of India will be glad to continue, on a reciprocal basis, the existing practice of levying a fee of 2.00 dollars for a non-immigrant visa, no charge being made for the application.



To

THE CHARGE D'AFFAIRES OF THE UNITED
STATES OF AMERICA IN INDIA,
New Delhi.

MUTUAL DEFENSE ASSISTANCE

**Agreement between the
UNITED STATES OF AMERICA
and NORWAY**

**Amending Agreement of January 27, 1950,
as Amended**

- Effectuated by Exchange of Notes
Dated at Oslo August 21, 1952
- Entered into force August 21, 1952

The American Embassy to the Norwegian Ministry for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 68

The American Embassy presents its compliments to the Royal Norwegian Ministry for Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950,[¹] has the honor, upon instruction from its Government, to advise the Ministry that the minimum amount of Norwegian kroner necessary during the fiscal year 1953 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be the equivalent of \$536,000.00. In this connection, it is understood that the balance of the kroner advances made during the fiscal year 1952 which was unobligated on June 30, 1952, will operate to reduce the total amount required for deposit during the fiscal year 1953.

It is proposed that, in accordance with previous practice, Annex C of the Bilateral Agreement, as amended by Notes exchanged on June 30, 1950,[²] and on July 26, 1951,[³] be amended to read as follows:

“In implementation of paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,832,400.00 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that agreement for the period ending June 30, 1953.”

It is suggested that, if acceptable to the Norwegian Government, this Note, together with the Ministry’s reply, constitute an amendment

¹ Treaties and Other International Acts Series 2016; 1 UST 108.

² TIAS 2418; 3 UST, pt. 1, p. 581.

³ TIAS 2437; 3 UST, pt. 2, p. 2705.

to Annex C of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington, D. C., on January 27, 1950, and as amended by Notes exchanged on June 30, 1950 and on July 26, 1951.

OSLO, August 21, 1952.

W. P. S.

THE ROYAL NORWEGIAN MINISTRY
FOR FOREIGN AFFAIRS,
Oslo.

*The Norwegian Ministry for Foreign Affairs to the American
Embassy*

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

The Royal Norwegian Ministry of Foreign Affairs has the honor to acknowledge the receipt of the American Embassy's note of the 21st August, 1952 regarding payment of administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on 27th January, 1950.

The Norwegian Government agrees to the proposal made in the Embassy's note to the effect that Annex C of the Bilateral Agreement, as amended by an exchange of notes on the 26th July, 1951, be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the Government of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3.832.400.-Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that agreement for the period ending the 30th June, 1953".

It is understood that the balance of the kroner advances made during the fiscal year 1952, which was unobligated on the 30th June, 1952, will be applied to reduce the total amount deposited during the fiscal year 1953.

The Norwegian Government agrees that the Embassy's note of the 21st August, 1952, together with this reply constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between

the United States and Norway, signed at Washington, D. C., on the 27th January, 1950, and as amended by exchange of notes on the 30th June, 1950 and the 26th July, 1951.

Oslo, the 21, August, 1952.

[SEAL]



To

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

TIAS 2915
Feb. 7 and
June 27, 1952

HEALTH AND SANITATION

Cooperative Program in Bolivia Additional Financial Contributions

Agreement between the UNITED STATES OF AMERICA and BOLIVIA

- Effectuated by Exchange of Notes
Dated at La Paz February 7 and
June 27, 1952
- Entered into force June 27, 1952

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

AMERICAN EMBASSY,
La Paz, February 7, 1952

No. 130

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments effected by the exchange of notes signed at La Paz on September 18, 1950 and October 7, 1950,[¹] as supplemented[²] providing for the continuation of the cooperative program of Health and Sanitation in Bolivia until June 30, 1955 and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the "Servicio") for the period ending June 30, 1951. By a supplemental exchange of notes[³] arrangements have been made for contributions by our respective Governments for the period of July 1, 1951 through December 31, 1951.

I am authorized by my Government to propose that the United States of America contribute, through the Institute of Inter-American Affairs of the Technical Cooperation Administration, \$150,000 (one hundred fifty thousand dollars) to the Servicio for the period July 1, 1951 through June 30, 1952 and \$75,000 for the period July 1, 1952 through December 31, 1952, on the condition that your Government will contribute Bs. 33,000,000 for the period January 1, 1952 through December 31, 1952. The obligations of the United States of America beyond June 30, 1952, shall be subject, however, to the availability of appropriations for this purpose. It is contemplated that these contributions shall be made in monthly instalments. The contributions herein provided are in addition to the contributions to the Servicio which our respective Governments have agreed to make in prior agreements. The contributions herein provided shall be made by the two Governments subject to the terms of the Health and Sanitation program agreement, as amended, concluded by the Government of Bolivia and the Institute of Inter-American Affairs in July, 1942.

In addition to the contributions to the Servicio provided for herein, my Government agrees during the period July 1, 1951 through June

¹ Treaties and Other International Acts Series 2191; 2 UST 464.

² TIAS 2377; 2 UST 2555.

³ TIAS 2354; 2 UST 2291.

30, 1955, subject to the availability of funds beyond June 30, 1952, to make available, through the Institute of Inter-American Affairs of the Technical Cooperation Administration, the funds necessary to pay the salaries and other expenses of the members of the Field Party of the Institute, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall note be deposited to the credit of the Servicio.

My Government further proposes the inclusion in the Supplemental Agreement to be drawn up and signed by representatives of the Government of Bolivia and The Institute of Inter-American Affairs, for the purpose of implementing the agreement to be arrived at by the present note and your reply concurring therein, of the following clause:-

"Any funds introduced into Bolivia by the Institute for the purpose of the cooperative Health and Sanitation program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls. Such funds, and any funds deposited to the credit of the Servicio by the Institute shall be converted at the highest rate which at the time the conversion is made is available to the Government of the United States for its diplomatic and other official expenditures in Bolivia."

In connection with the proposed contribution by my Government for the United States fiscal year 1952 (July 1, 1951 through June 30, 1952) of \$150,000, I wish to point out that this represents a 50% increase over the contribution of my Government during the fiscal year 1951 of \$100,000. As noted above, the 1952 fiscal year contribution of \$150,000 is proposed on condition that your Government will contribute Bs. 33,000,000 during the Bolivian fiscal year January 1, 1952 through December 31, 1952 which represents an increase of only 10% over the contribution of your Government during the period January 1, 1951 through December 31, 1951, of Bs. 30,000,000.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

THOMAS J. MALEADY.

His Excellency,

Cnl. TOMÁS ANTONIO SUÁREZ C.,
Minister for Foreign Affairs,
La Paz

The Bolivian Minister for Foreign Affairs to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

Nº P. E. 318.-

LA PAZ, 27 de junio de 1952.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la atenta nota de esa Embajada número 130, de fecha 7 de febrero próximo pasado, cuyo texto es el siguiente:

"SERVICIO DE RELACIONES EXTERIORES DE LOS ESTADOS UNIDOS DE AMERICA.—EMBAJADA AMERICANA.—La Paz, 7 de febrero de 1952.—Nº 130.—EXCELENCIA:—Tengo el honor de referirme al acuerdo concertado entre nuestros Gobiernos, mediante el canje de notas firmadas en La Paz el 18 de septiembre de 1950, y notas complementarias, que establecen la continuación del programa cooperativo de Salubridad y Saneamiento en Bolivia hasta el 30 de junio de 1955 y especifica las contribuciones que deben hacerse por nuestros respectivos Gobiernos al Servicio Cooperativo Interamericano de Salud Pública (llamado en adelante el "Servicio"), para el período que termina el 30 de junio de 1951. De acuerdo a un cambio de notas complementario, se convinieron las contribuciones de nuestros respectivos Gobiernos para el período del 1º de julio de 1951 al 31 de diciembre de 1951.—He sido autorizado por mi Gobierno para proponer que los Estados Unidos de América contribuyan, mediante el Instituto de Asuntos Interamericanos de la Administración de Cooperación Técnica, \$us. 150.000.—(Ciento Cincuenta Mil dólares) al Servicio para el período del 1º de Julio de 1951 al 30 de junio de 1952, y \$us. 75.000.—para el período del 1º de julio de 1952 al 31 de diciembre de 1952, a condición de que el Gobierno de V. E. contribuya con Bs. 33.000.000.—para el período del 1º de Enero de 1952 al 31 de diciembre de 1952. Las obligaciones de los Estados Unidos de América, posteriores al 30 de Junio de 1952, estarán sujetas, sin embargo, a la dis-

ponibilidad de asignaciones para este propósito.—Se estima que estas contribuciones deberán hacerse en pagos mensuales.—Las contribuciones que se estipulan al presente, se sumarán a los aportes al Servicio, que nuestros respectivos Gobiernos han convenido realizar en anteriores contratos.—Las contribuciones que se conviene al presente se efectuarán por los dos Gobiernos de acuerdo a los términos del convenio para el programa de Salubridad y Saneamiento y sus modificaciones, acordado por el Gobierno de Bolivia y el Instituto de Asuntos Interamericanos en Julio de 1942.—Además de las contribuciones al Servicio estipuladas al presente, mi Gobierno conviene, durante el período del 1º de julio de 1951 al 30 de junio de 1955 y sujeto a la disponibilidad de fondos con posterioridad al 30 de Junio de 1952, poner a disposición, mediante el Instituto de Asuntos Interamericanos de la Administración de Cooperación Técnica, los fondos necesarios para el pago de haberes y otros gastos de los miembros de la Misión Técnica del Instituto, así como de cualquier otro gasto de naturaleza administrativa en que el Gobierno de los Estados Unidos de América pueda incurrir en relación con este programa.—Estos fondos serán administrados por el Instituto y no serán depositados en la cuenta del Servicio.—Mi Gobierno propone, además, la inclusión en el Convenio Suplementario que se redactará y firmará por los representantes del Gobierno de Bolivia y del Instituto de Asuntos Interamericanos, con el fin de hacer efectivo el convenio a que llegaremos por la presente nota y a la respuesta de aceptación de V. E., la siguiente cláusula: “Cualquier suma enviada a Bolivia por el Instituto de Asuntos Interamericanos para cumplir los propósitos del programa cooperativo de Salubridad y Saneamiento estarán exentos del pago de impuestos, intereses, requisitos de depósito o inversión o de cualquier otro control monetario.—Dichos fondos y cualesquiera otros fondos depositados por el Instituto de Asuntos Interamericanos a la cuenta del Servicio Cooperativo Interamericano, serán convertidos al más alto tipo de cambio vigente al tiempo de la conversión y que esté autorizado al Gobierno de los Estados Unidos de Norte América para sus gastos diplomáticos y otros en Bolivia”.

Respecto a la contribución propuesta por mi Gobierno para el año fiscal de los Estados Unidos de 1952 (Julio 1º de 1951 a Junio 30 de 1952) de \$us. 150.000.—, me permito hacer notar a V. E. que la misma representa un aumento del 50% con relación a la contribución de mi Gobierno para el año fiscal de 1951, que fué \$us. 100.000.—. Como se indica anteriormente, se propone la contribución de \$us. 150.000.—para el año fiscal de 1952 a condición de que el Gobierno de V. E. contribuya con Bs. 33.000.000.—durante el año fiscal boliviano de 1º de enero de 1952 a 31 de diciembre de 1952, que representa un

aumento de sólamente el 10% con relación a la contribución del Gobierno de V. E. durante el período del 1º de enero de 1951 al 31 de diciembre de 1951, que fué de Bs. 30.000.000.—Agradeceré mucho recibir la expresión del Gobierno de V. E. sobre la aceptación de la proposición mencionada.—El Gobierno de los Estados Unidos de América considerará la presente nota y la respuesta de V. E. aceptando el tenor de la presente, como constituyendo un acuerdo entre los dos Gobiernos que entrará en vigencia en la fecha de la respuesta de S. E. —Me valgo de esta oportunidad para renovar a S. E. las seguridades de mi más alta y distinguida consideración.—(Fdo.) THOMAS J. MALEDY.—A Su Excelencia el señor Cnl. Dn. TOMÁS ANTONIO SUÁREZ C., *Ministro de Relaciones Exteriores.—Presente*".

En respuesta a la comunicación que acabo de transcribir, tengo el honor de informar a Vuestra Excelencia que el Gobierno de la República de Bolivia, acepta la propuesta hecha en ella y, de acuerdo con lo sugerido por esa Embajada, tanto su nota como esta respuesta, serán consideradas por nuestros dos Gobiernos como un convenio, el mismo que entrará en vigencia a partir de la fecha.

Reitero a Vuestra Excelencia, con este motivo, las seguridades de mi consideración más alta y distinguida.

Por el Ministro

RENÁN CASTRILLO J
Subsecretario de Relaciones Exteriores

Al Excelentísimo señor EDWARDS J. SPARKS,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. P. E. 318

LA PAZ, June 27, 1952.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your Embassy's courteous note No. 130, dated February 7, 1952, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 201.]

In reply to the communication that I have just transcribed, I have the honor to inform Your Excellency that the Government of

the Republic of Bolivia accepts the proposal made therein and, in accordance with Your Embassy's suggestion, both your note and this reply will be regarded by our two Governments as an agreement which shall enter into force today.

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

For the Minister

RENÁN CASTRILLO J

Under Secretary for Foreign Affairs

His Excellency

EDWARD J. SPARKS,

Ambassador Extraordinary and Plenipotentiary

of the United States of America,

City.

DEFENSE

Loan of Vessels to China

**TIAS 2916
Jan. 13, 1954**

Agreement between the UNITED STATES OF AMERICA and CHINA

- **Effectuated by Exchange of Notes
Signed at Taipei January 13, 1954**
- **Entered into force January 13, 1954**

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 46.

AMERICAN EMBASSY,
Taipei, January 13, 1954.**EXCELLENCY:**

I have honor to refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of the Republic of China of two destroyers, the U. S. S. BENSON (DD-421) and U. S. S. HILARY P. JONES (DD-427). I also confirm the understandings reached as a result of those conversations, as follows:

1. The Government of the Republic of China will retain possession of and will use these destroyers in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two Governments effected by exchange of notes January 30 and February 9, 1951, [1] and as supplemented by exchange of notes dated December 29, 1951 and January 2, 1952.[2]
2. This loan shall remain in effect for a period of five years after the date of delivery of the destroyers loaned under this Agreement. The Government of the United States may, however, request the return of one or both of the destroyers at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of the Republic of China will promptly redeliver the vessel or vessels in accordance with paragraph 6 below.
3. Each vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of the Republic of China at such a place and time as may be mutually agreed upon, the delivery to be evidenced by a delivery certificate. The Government of the Republic of China shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the vessels at the time of their delivery.
4. While the Government of the Republic of China may place the vessels under the Republic of China flag, the title to the vessels, and to the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of the Republic of China shall

¹ Treaties and Other International Acts Series 2293; 2 UST 1499.

² TIAS 2604; 3 UST, pt. 4, p. 4543.

not, without the consent of the Government of the United States, relinquish physical possession of the vessels or any such appurtenances.

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

6. Upon expiration or termination of the loan as provided in paragraph 2 above, the vessels, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for fair wear and tear or for damage caused through action by a hostile force, as they were when transferred to the Government of the Republic of China. Any appurtenances of the types enumerated in paragraph 3 on-board the vessels at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should either of the vessels be damaged or lost through action by a hostile force, the Government of the Republic of China will be exempt from liability for such damage or loss. Should either of the vessels sustain damage from any cause, such as in the opinion of the Government of the Republic of China renders it a total loss, the Government of the Republic of China shall consult with the Government of the United States before declaring it a total loss. If either of the vessels is lost from causes other than through action by a hostile force, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and such condition is not the result of damage caused through action by a hostile force, the Government of the Republic of China agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of the Republic of China, the present note and your note in reply shall be considered as confirming these understandings, pursuant to the Mutual Defense Assistance Agreement between our two Governments.

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

K. L. RANKIN

His Excellency

GEORGE K. C. YEH,

*Minister of Foreign Affairs,
Republic of China,
Taipei.*

The Chinese Minister of Foreign Affairs to the American Ambassador



接准

貴大使本日第四十六號照會內開：

「查 貴我兩國政府代表最近會就美國政府以 BENSON
 (DD-421) 及 HILARY P. JONES (DD-427) 11 艘驅逐艦借貸與中

華民國政府一事舉行商談，本大使茲將各次商談中所獲得之諒
 解，證實如下：

- 一、中華民國政府將依照中美兩國政府於一九五一年一
 月三十日及二月九日換文所成立聯防互助協定中開

列之條件暨一九五一年十二月二十九日及一九五二

年一月二日換文之補充規定，保有此等驅逐艦並予

以使用。

三、根據本協定所借貸之各驅逐艦，其借貸期間，自交

接之日起計，以五年為限。但美國政府如因本身

防務之需要，得要求將其中一艘或全部提早歸還。

在此種情形下，中華民國政府將依照下述第六節之

規定，從速交回。

三、每艘驅逐艦連同艦上可供用之零件及原存物品，包括各種消耗品及燃料在內，將照雙方議定之地點與時間，一併移交中華民國政府，同時並以交接文書加以證明。中華民國政府得使用交接時艦上一切裝置、設備、用具、燃料、消耗品、零件，以及各種補充物品。

四、中華民國政府得使各艦懸掛中華民國國旗，但各艦之所有權及第三節所列舉之各種附屬物之所有權，

除燃料、消耗品、零件及補充物品而外，均仍屬於美國政府。中華民國政府非經美國政府之同意，不得放棄各艦，亦不得放棄任何此等附屬物。

五、中華民國政府對於此等驅逐艦之移交後，一切向美國政府涉及此艦等之要求，均予放棄。凡因此艦等之移交，使用及執行任務而引起第三者提出任何要求，均與美國政府無涉。

六、中華民國政府於各艦按照前述第二節之規定，借貸

期滿或停止時，除非各艦已沉沒，否則，應照美
國政府所指定之地點及時日，將各艦予以交還。

交還時，各艦狀況應與中華民國政府接受時大致
相若；惟適量之損耗及因作戰所遭之破壞，當可
不計。又交還時艦上任何屬於第三節所列舉之附
屬物，或使其原非美方財產，亦均應歸美國所有
• 各艦如與敵方作戰而遭破壞或致沉沒，中華民國
政府免負責任。若各艦因任何原因遭受重大損壞致使中華民

會
典

國政府認為不善使用，則中華民國政府於兵宣佈該艦全體喪失前，仍應先行諮詢美國政府。倘各艦之喪失並非由於與敵作戰，或該艦於交戰時，其狀況不能與移交時之狀況大致相若，而其不能如是之原因，並非由於作戰遭受損壞，則中華民國政府同意按漁雙方議定之辦法給予美國以公平合理之賠償。

本大使茲建議：上開之諒解，如荷中華民國政府同意，則本照

貴部長之復照即被認為 貴我兩國政府已根據聯防互助協定，對此諒解予以證實」。

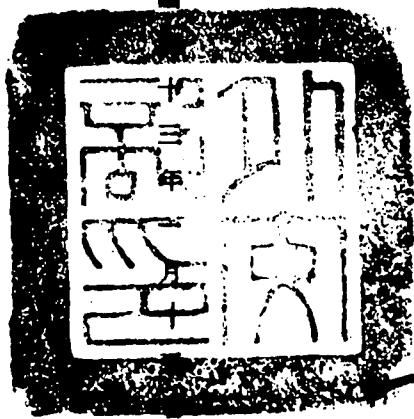
等由。

本部長茲代表中華民國政府對於

貴大使上開照會所載各項辦法，予以接受，並申述中華民國政府亦向此諒解即

貴大使之照會及本部長之復照被認為自本日起生效之兩國政府所成立之協議。

中
華
民
國



於
台
北

葉
又
超

外
43
美一

美利堅合衆國駐華藍欽大使

此致

貴大使重表崇高之敬意。

本部長頗向

Translation

TAIPEI, January 13, 1954.

EXCELLENCY:

I have the honor to acknowledge receipt of your note, No. 46, of today's date reading as follows:

[For the English language text of the note, seen *ante*, p. 208.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the arrangements set forth in your note under reference and to state that it is also the understanding of the Chinese Government that your note and this reply shall be regarded as constituting an agreement between our respective Governments and that such agreement shall enter into force as from today's date.

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

KUNG-CHAO YEH

His Excellency

KARL L. RANKIN,

*Ambassador of the
United States of America.*

000451

GENERAL AGREEMENT ON TARIFFS AND TRADE

**TIAS 2917
Oct. 23 and 24,
1953**

Declaration Regulating Commercial Relations between CERTAIN CONTRACTING PARTIES and JAPAN

- Done at Geneva October 24, 1953
- Entered into force between the
United States of America and Japan
November 23, 1953

and

Decision of October 23, 1953

THE CONTRACTING PARTIES TO THE
GENERAL AGREEMENT ON TARIFFS AND TRADE

LES PARTIES CONTRACTANTES A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE

D E C L A R A T I O N

REGULATING THE COMMERCIAL RELATIONS BETWEEN
CERTAIN CONTRACTING PARTIES TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE AND JAPAN

D E C L A R A T I O N

REGISSANT LES RELATIONS COMMERCIALES
ENTRE CERTAINES PARTIES CONTRACTANTES
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS
ET LE COMMERCE ET LE JAPON

24 October 1953

Geneva

D E C L A R A T I O N

REGULATING THE COMMERCIAL RELATIONS BETWEEN
CERTAIN CONTRACTING PARTIES TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE¹ AND JAPAN

CONSIDERING that

- (i) the Government of Japan on 18 July 1952 made a formal request to accede to the General Agreement in accordance with the provisions of Article XXXIII,
- (ii) a condition precedent to proceeding with this application would be the holding of satisfactory tariff negotiations between the contracting parties and Japan,
- (iii) it is not at present possible for arrangements to be made for such negotiations in the near future,
- (iv) accordingly it is not possible for the CONTRACTING PARTIES to proceed at this time with the application of the Government of Japan to accede,
- (v) at the Seventh Session it had been recognized that Japan should take her rightful place in the community of trading nations,
- (vi) the Government of Japan has so far been unilaterally granting in matters of trade, most-favoured-nation treatment to all contracting parties whether or not they accord most-favoured-nation treatment to Japan,

Those contracting parties to the General Agreement on Tariffs and Trade on behalf of which this

¹Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

Declaration has been accepted (hereinafter called "the participating contracting parties") and the Government of Japan

1. DECLARE that

(a) pending the conclusion of tariff negotiations with Japan with a view to the accession of that country under the provisions of Article XXXIII, and without prejudice to the freedom of individual contracting parties on the question of such later accession, the commercial relations between the participating contracting parties and Japan shall be based upon the General Agreement as if the provisions of the arrangement for the application of the General Agreement to acceding governments, approved by the CONTRACTING PARTIES on 23 October 1951 (Basic Instruments and Selected Documents, Volume 1, pages 111 to 115), were embodied in this Declaration and as if the Schedule annexed to this Declaration were the schedule of an acceding government within the terms of the said arrangement;

(b) in view of the provisional nature of the status of the islands referred to in Article 3 of the Treaty of Peace with Japan,^[1] this Declaration shall not require any modification in the present arrangements for trade between Japan and such islands;

(c) the arrangements embodied in this Declaration shall not be applied after the accession of Japan to the General Agreement following tariff negotiations with contracting parties, or after 30 June 1955 unless it has been agreed to extend the validity of this

^[1]Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.

Declaration to a later date;

(d) this Declaration shall become effective between Japan and any contracting party on the thirtieth day following the day upon which it will have been signed by Japan and accepted by that contracting party.

2. REQUEST the CONTRACTING PARTIES to perform such functions as are necessary for the operation of this Declaration.

3. This Declaration shall remain open for signature until 31 December 1953 by contracting parties and by Japan at the Headquarters of the CONTRACTING PARTIES.

DONE at Geneva this twenty-fourth day of October, one thousand nine hundred and fifty-three, in a single copy in the English and French languages, both texts authentic except as regards the Schedule Annexed hereto which appears and is authentic only in the English language.

D E C L A R A T I O N

REGISSANT LES RELATIONS COMMERCIALES ENTRE
CERTAINES PARTIES CONTRACTANTES A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE ET LE JAPON

CONSIDERANT

- (i) que le gouvernement du Japon a présenté, le 18 juillet 1952, une demande formelle d'adhésion à l'Accord général conformément aux dispositions de l'article XXXIII,
- (ii) qu'une condition préalable pour donner suite à cette demande serait que des négociations tarifaires satisfaisantes aient lieu entre les parties contractantes et le Japon,
- (iii) qu'il n'est pas possible à l'heure actuelle de conclure des arrangements pour de telles négociations dans le proche avenir,
- (iv) qu'en conséquence, il n'est pas possible, en ce moment, que les PARTIES CONTRACTANTES donnent suite à la demande d'adhésion présentée par le gouvernement du Japon,
- (v) que lors de la septième session, il a été admis que le Japon devrait prendre la place qui lui revient dans la communauté des nations commercantes,
- (vi) que le gouvernement du Japon a jusqu'à présent accordé unilatéralement, en matière commerciale, le traitement de la nation la plus favorisée à toutes les parties contractantes que

celles-ci appliquent ou non le même traitement au commerce avec le Japon,

Les parties contractantes à l'Accord général sur les tarifs douaniers et le commerce au nom desquelles la présente Déclaration a été acceptée (dénommées ci-après "les parties contractantes participantes") et le gouvernement du Japon

1. DECLARENT que

(a) en attendant la fin de négociations tarifaires avec le Japon en vue de l'adhésion de ce pays à l'Accord général en vertu des dispositions de l'article XXXIII, et sans qu'il soit porté atteinte à la latitude laissée à chacune des parties contractantes de se prononcer sur la question d'une telle adhésion ultérieure, les relations commerciales entre les parties contractantes participantes et le Japon seront fondées sur l'Accord général de la même manière que si les dispositions de l'arrangement prévu pour l'application dudit Accord à de nouveaux gouvernements adhérents, approuvé par les PARTIES CONTRACTANTES le 23 octobre 1951 (Instruments de base et documents divers, volume I, pages 116 à 120), étaient incorporées dans la présente Déclaration et si la liste annexée à celle-ci était la liste d'un gouvernement adhérent, aux termes de l'arrangement précité;

(b) en raison du caractère provisoire du statut des îles visées à l'article 3 du Traité de paix avec le Japon, la présente Déclaration

n'entraînera pas de modification des arrangements actuels concernant le commerce entre le Japon et ces îles;

(c) les arrangements incorporés dans la présente Déclaration cesseront d'être appliqués après l'adhésion du Japon à l'Accord général qui suivra les négociations tarifaires avec des parties contractantes, ou après le 30 juin 1955, à moins qu'il ait été convenu de proroger la validité de la présente Déclaration jusqu'à une date ultérieure;

(d) la présente Déclaration prendra effet entre le Japon et toute partie contractante le trentième jour qui suivra celui où elle aura été signée par le Japon et acceptée par ladite partie contractante.

2. DEMANDENT que les PARTIES CONTRACTANTES exercent toutes fonctions qui seront nécessaires pour mettre en œuvre la présente Déclaration.

3. La présente Déclaration demeurera ouverte jusqu'au 31 décembre 1953 à la signature des parties contractantes et du Japon au siège des PARTIES CONTRACTANTES.

FAIT à Genève ce vingt-quatrième jour d'octobre mil neuf cent cinquante-trois, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi sauf en ce qui concerne la liste ci-jointe qui est reproduite et fait foi en anglais seulement.

For the Commonwealth
of Australia

Pour le Commonwealth
d'Australie

For the Republic
of Austria

Pour la République
d'Autriche

Dr. Kurt Enderl ad referendum^[1]

For the Kingdom
of Belgium

Pour le Royaume
de Belgique

M. Suetens

For the United States
of Brazil^[2]

Pour les Etats-Unis
du Brésil

For the Union
of Burma^[3]

Pour l'Union
Birmane

For Canada

Pour le Canada

For Ceylon^[4]

Pour Ceylan

¹ Accepted Mar. 20, 1954.

² Accepted Jan. 22, 1954.

³ Accepted Dec. 29, 1953.

⁴ Accepted Dec. 14, 1953.

For the Republic
of Chile

Pour la République
du Chili

F. Garcia Oldini ad referendum
27.X.1953

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

Gunnar Seidenfaden

For the Dominican
Republic¹¹

Pour la République
Dominicaine

For the Republic
of Finland

Pour la République
de Finlande

Olli Vallila

For the French
Republic

Pour la République
française

¹¹ Accepted Dec. 19, 1953.

For the Federal Republic
of Germany

Pour la République
Fédérale d'Allemagne

Hagemann ad referendum

For the Kingdom
of Greece^[1]

Pour le Royaume
de Grèce

For the Republic
of Haiti^[2]

Pour la République
d'Haïti

For India

Pour l'Inde

D.P. Karmarkar

For the Republic
of Indonesia

Pour la République
d'Indonésie

For the Republic
of Italy

Pour la République
d'Italie

Notarangeli

For the Grand-Duchy
of Luxembourg^[3]

Pour le Grand-Duché
de Luxembourg

¹ Accepted Jan. 13, 1954.

² Accepted Nov. 11, 1953.

³ Accepted Oct. 30, 1953.

For the Kingdom of
the Netherlands

Pour le Royaume
des Pays-Bas

Bentinck

For New Zealand

Pour la Nouvelle-Zélande

For the Republic
of Nicaragua^[1]

Pour la République
de Nicaragua

For the Kingdom
of Norway^[2]

Pour le Royaume
de Norvège

For Pakistan^[3]

Pour le Pakistan

For Peru

Pour le Pérou

For Southern Rhodesia

Pour la Rhodesie du Sud

¹ Accepted Dec. 17, 1953.

² Accepted Dec. 4, 1953.

³ Accepted Dec. 28, 1953.

For the Kingdom
of Sweden

Pour le Royaume
de Suède

Lennart Finnmark
27 October 1953

For the Republic
of Turkey

Pour la République
de Turquie

H. Isik

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

Winthrop G. Brown

For Japan

Pour le Japon

S. Matsumoto

Toru Haguiwara

Certified true copy

Copie certifiée conforme

E. Wyndham White.

E. Wyndham White
Executive Secretary
Secrétaire exécutif

A N N E XSCHEDULE - JAPANThis Schedule is authentic only in the English languageMost-favoured-Nation Tariff

N.B. "n.o.p.f." represents
and means "not otherwise
provided for".

Tariff Item Nos.	Description	Rates of Duty
	GROUP 1. Plants and Animals, live.	
101	Plants, twigs, stems, stalks and roots for planting or grafting purposes	Free
102	Fungi for culturing purposes: 1. Yeast 2. Other	10% Free
103	Horses	Free
104	Bovine cattle	Free
105	Sheep	Free
106	Goats	Free
107	Swine	Free
108	Poultry	Free
109	Fish, crustaceans, molluscs and the like: 1. Those for breeding purposes, their seed or roe	Free
	2. Other	10%
110	Bees	Free
111	Silkworm eggs	Free
112	Animals, n.o.p.f.	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP 2.	
	Grains, Flours, Starches and Seeds	
201	Rice, hulled or unhulled	15%
202	Barley	10%
203	Pearled barley	15%
204	Barley malt	15%
205	Wheat	20%
207	"Awa" (Setaria italica or Setaria italica var. germanica), "Kibi" (Panicum miliaceum L.) and "Hie" (Panicum Crusgalli L. or Panicum Crusgalli var. Frumentaceum):	
	1. "Awa" (Setaria italica or Setaria italica var. germanica)	5%
	2. Other	Free
208	Kao-liang (Andropogon vulgaris)..	5%
209	Indian corn	10%
210	Buckwheat	5%
211	Seeds of leguminous plants:	
	1. Soya beans, "Azuki" beans (Phaseolus subtrilobata), broad beans (<i>Vicia faba</i>) and pease (<i>Pisum sativum</i>)	10%
	4. Other, excluding those for medicinal purposes	10%
212	Flours or meals of grains and starches:	
	1. Wheat flour	25%
	2. Oatmeal and cornmeal	25%
213	Sesame seed	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
214	Seed of parilla ocimoides	Free
215	Rapeseed and mustardseed	5%
216	Linseed	Free
217	Hemp seed	Free
218	Castor beans	Free
219	Cotton seed	Free
220	Seed of Aleurites cordata	Free
221	Oil seeds or beans, n.o.p.f.	Free
222	Ivory nuts, doum nuts and similar nuts for use in the manufacture of buttons	Free
223	Seeds of india-rubber tree, gutta-percha tree, Indigo fera Anil or I. tinctoria, and sugar beet	Free
224	Seeds of clover or other pasture grass	Free
ex225	Flower seeds and vegetable seeds for cultivation	15%

SCHEDULE - JAPAN

Tariff Item Nos .	Description	Rates of Duty
GROUP 3.		
Beverages, Foods and Tobacco.		
301	<p>1. Under the specification of this Group, anything canned, bottled or potted shall mean what is placed in a can, bottle or pot and weighs not more than 10 kilograms including the container.</p> <p>2. Under the specification of this Group, containers for anything canned, bottled or potted shall include those which are not airtight.</p> <p>3. Under the specification of this Group, "alcoholic content" shall mean the percentage by volume at 15° C of the absolute alcohol, the specific gravity of which is 0.7947 at 15° C.</p> <p>Vegetables, sea weeds (edible), fruits and nuts:</p> <ul style="list-style-type: none"> 1. Added with sugar, molasses, syrup or honey..... 2. Other: <ul style="list-style-type: none"> A. Canned, bottled or potted B. Other: <ul style="list-style-type: none"> a. Vegetables and sea weeds <ul style="list-style-type: none"> a-1. Fresh..... 	35% 25% 10% Free 35% 35% 35%
302	Coconuts	
303	Tea	
304	Maté and other substitutes of tea	
305	Coffee	

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
306	Chicory and other substitutes of coffee	35%
307	Cocoa, not sugared:	
	1. In the bean	20%
	2. Other	35%
308	Pepper	20%
309	Curry	20%
310	Mustard	20%
315	Honey	30%
316	Confectioneries and cakes.....	40%
317	Jams, fruit jellies and the like.	40%
318	Biscuits, not sugared	30%
319	Macaroni, vermicelli and the like	30%
320	Fruit-juices and syrups:	
	1. Fruit juices, sugared, or syrups.....	35%
	2. Other	30%
321	Sauces	25%
322	Vinegar	25%
323	Meats, poultry and game:	
	1. Fresh.....	10%
	2. Those canned, bottled or potted	25%
	3. Ham, bacon and sausages....	25%
	4. Salted whale meat.....	10%
	5. Other	15%
324	Fish, crustaceans, molluscs and the like:	
	1. Fresh	10%
	2. Those canned, bottled or potted:	

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	A. Sardines in oil	25%
	B. Other	20%
	3. Fish, salted or dried, including those steamed or broiled	10%
	4. Other	15%
325	Butter, artificial butter and ghee	35%
326	Cheese	35%
327	Condensed milk, including those powdered	30%
328	Infant's foods	30%
329	Meat extract	30%
330	Peptone, somatose, hemoglobin and other similar foods used for nutrition:	
	1. Peptone.....	10%
	2. Other	25%
331	Eggs, fresh, in the shell, including hatching eggs	20%
332	Egg yolk and/or albumen, in liquid or powder:	
	1. Egg yolk powder	10%
	2. Egg albumen powder	5%
	3. Other	20%
333	Base of blended flavours, in solid, paste or liquid form for the preparation of non-alcoholic beverage, excluding those containing sugar and those otherwise provided for	30%
334	Mineral water, soda water, and similar beverages, not containing sugar or alcohol	35%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
335	"Sake", including synthetic "Sake"	50%
336	Beer, ale, porter and stout.....	50%
340	Salt	Free
342	Tobacco	35%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP 4. Hides, and Skins, Hairs, Bones, Horns, Teeth, Shells of Shellfish, Tortoises Shell, etc., and Manufactures thereof.	
401	Fur skins: 1. Sheep or goat: A. Tanned or tawed B. Other 2. Other	40% Free 40%
402	Fur manufactures, n.o.p.f.	50%
403	Hides and skins, n.o.p.f.	Free
404	Leathers and tanned skins: 1. Of bull, ox, cow, buffalo, horse, swine, sheep or goat: A. Leathers, enamelled or coated with similar materials . B. Dyed or coloured, excluding roller leather	30% 20%
	C. Other: a. Roller leather b. Other	10% 15%
	2. Of chamois, including imitation chamois leather	25%
	3. Of alligator or crocodile ..	30%
	4. Of lizard	25%
	5. Waste	10%
	6. Other	15%
405	Leather manufactures, n.o.p.f.:	

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	1. Belts,belting,hoses,packing and picker, for machinery...	10%
	2. Sweat leather	10%
	3. Other:	
	A. Combined with precious metals, metals coated with precious metals,precious stones,semi-precious stones, pearls,coral,elephant's ivory or tortoise shell ...	50%
	B. Other	35%
406	Hairs, animal, n.o.p.f.	Free
407	Feathers and down:	
	1. For ornament	40%
	2. Other	15%
408	Bird's skins with feathers	Free
409	Manufactures of feather or bird's skin with feathers, n.o.p.f.	50%
410	Quill bristles and horn bristles.	Free
411	Animal bones and osein,exoluding those for medicinal use	Free
412	Tusks, animal	Free
413	Manufactures of animal tusk, n.o.p.f.	50%
414	Horns,animal,exoluding those for medicinal use	Free
415	Hoofs,animal	Free
416	Sinews,animal	Free
417	Guts,for tennis rackets or badminton rackets	15%
418	Bladders	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
419	Shells of shellfish	Free
420	Tortoise shell	Free
421	Manufactures of tortoise shell, n.o.p.f.	50%
422	Coral	20%
423	Manufactures of coral, n.o.p.f. .	50%
424	Pearls	10%
425	Sponges	10%
426	Hairs, bones, horns, teeth, tortoise shell, shells of shellfish, etc., excluding those for medicinal use, and those otherwise provided for.	Free
427	Manufactures of skin, hair, bone, horn, tooth, tortoise shell, shell of shellfish, etc., n.o.p.f.	30%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
GROUP 5.		
Oils, Fats, Waxes and Manufactures thereof.		
501	Volatile oils, vegetable: 1. Aromatic; mixtures of two or more volatile aromatic oils shall be regarded as "compound perfume": A. Bay leaf oil, bergamot oil, cananga oil, cassia oil, cedar oil, cinnamonleaf oil, citronella oil, clove oil, eucalyptus oil, fennel oil, ginger grass oil, lemon oil, orange oil, palmarosa oil, petit-grain oil, rosemary oil, rosewood oil, sandal wood oil, star-anise oil, thyme oil and ylang-ylang oil	Free
	ex B. Patchouli oil and lemongrass oil	10%
	C. Other	20%
	2. Other: A. Giu sho oil	Free
	B. Other	10%
502	Linseed oil	10%
503	Castor oil	10%
504	Olive oil	Free
505	Coconut oil and palm oil	10%
506	Ground nut oil	20%
507	Soya bean oil	20%
508	Cotton seed oil	10%
509	Tung oil, as obtained from the seeds of <i>Aleurites cordata</i> , and <i>oiticica</i> oil	Free
510	Camellia oil	10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
511	Cacao butter	20%
512	Cod-liver oil	10%
513	Fish oil	10%
514	Whale oil	Free
515	Animal fats:	
	2. Other	10%
516	Compound lard	10%
517	Stearic acid (stearin)	15%
518	Oleic acid (olein)	15%
519	Hydrocarbon oils, n.o.p.f.:	
	1. Crude oils, heavy oils and raw oils	10%
	2. Other, including those containing oils or fats, vegetable or animal, soap, alcohol, etc.:	
	A. Of a specific gravity not exceeding 0.8498 at 15°C....	20%
	B. Other	30%
520	Vaseline	10%
521	Paraffin waxes:	
	1. Those having melting points up to 45°C.....	10%
	2. Other	15%
522	Vegetable tallow or wax as obtained from the seeds of <i>Rhus vernicifera</i> or <i>Rhus succedanea</i>	10%
523	Vegetable tallow, obtained from the seeds of <i>Stillingia sebifera</i> ..	Free
524	Carnauba wax	10%
525	Candles	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP 6. Drugs, Chemicals, Medicines, Compounds or Preparations thereof and Toilet Preparations.	
601	Hops.....	5%
602	Saffron, semen cinae and cloves: 1. Semen cinae..... 2. Other.....	10% Free
603	Apricot kernels, bitter almond kernels, nux vomica, chaulmoogra seed (Hydnocarpus), cardamoms (Elettaria cardamomum white et Maton), nutmeg, mace, cubebbs, colocynth, colchicum-seeds, tonka beans, vanilla beans, anise-seeds, star-anise-seeds, fennel seeds, strophantus seeds and ajowan seeds	Free
604	Liquorice, ipecacuanha root, "ryutan" and gentian root, rhubarb, senega root, onji root (Polygala tenuifolia Willdenow),nard or spikenard, iris root, calumba root, squill, jalap root, derris root, vetiver and "hakkyu".....	Free
605	Ginseng.....	10%
606	Ephedra herbs, coca leaves, jaborandi leaves and patchouli leaves.....	Free
607	Cassia bark and cinnamon bark, cinchona bark, condurango bark and cascara sagrada.....	Free
608	Linaloe rosewood and sassafras...	Free
609	Sandal woods: 1. Santalum album..... 2. Other.....	Free 10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
610	Agalwood or aloes wood, and musk....	10%
611	Ergot of rye.....	10%
612	"Kaijin-so" (Digenea simplex).....	Free
613	Benzoin, asa foetida, aloe, myrrh and "mei jen kiao".....	Free
ex 615	Galls, betel nuts, oak bark and other vegetable materials containing tannin, excluding wattle bark.....	Free
616	Catechu and other tannin extracts...	Free
617	Extracts of liquorice.....	Free
618	Balsam.....	5%
619	Crude india-rubber, crude gutta-percha and substitutes thereof, excluding synthetic rubber.....	Free
620	Rosin.....	5%
621	Gum arabic, shellac and other resins, n.o.p.f., excluding those for medicinal purposes	Free
622	Glue, gelatine and isinglass.....	10%
623	Sulphur.....	10%
624	Phosphorus, yellow or red and sulphide of.....	10%
625	Iodine and bromine.....	15%
626	Boric acid.....	10%
627	Acetic acid.....	10%
628	Lactic acid.....	25%
629	Tartaric acid and citric acid.....	20%
630	Oxalic acid.....	15%
631	Pyrogallic acid and gallic acid....	15%
632	Tannic acid.....	10%
633	Carbolic acid.....	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
634	Ammonia anhydride	Free
635	Soda ash and natural soda.....	25%
636	Caustic soda	20%
637	Bicarbonate of soda.....	20%
ex 638	Sulphide of soda, Glauber's salt (sulphate of soda), peroxide of soda, silicate of soda, chlorate of soda, iodide of soda, ferro-cyanide of soda and ferri-cyanide of soda.....	15%
- 639	Nitrates of soda, including Chile saltpeter: 1. Refined..... 2. Other.....	15% Free
640	Borate of soda.....	Free
641	Caustic potash, chlorate of potash, bichromate of potash, permanganate of potash, iodide of potash, ferro-cyanide of potash and ferri-cyanide of potash.....	15%
642	Saltpeter (Nitrate of potash).....	10%
643	Chloride of potash and sulphate of potash: 1. Refined..... 2. Other	10% Free
644	Argol	Free
645	Cyanide of soda and cyanide of potash	Free
646	Hydrobromic acid, bromide of potash and other salts of bromine, n.o.p.f.	15%
647	Carbonate of magnesium, chloride of barium and peroxide of barium....	10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
648	Chloride of ammonium, carbonate of ammonium and bicarbonate of ammonium.....	10%
649	Sulphate of ammonium: 1. Refined	10%
	2. Other.....	Free
650	Peroxide of hydrogen	15%
651	Alum	10%
652	Nickel sulphate and nickel ammonium sulphate	15%
653	Nitrate of thorium, nitrate of cerium, radium, radium salts and rhodium salts.....	Free
654	Acetate of calcium and citrate of calcium	Free
656	Formalin.....	15%
657	Methanol (methyl alcohol).....	15%
658	Alcohol (ethyl alcohol).....	50%
659	Denatured alcohol	50%
660	Glycerin	20%
661	Chloroform	20%
662	Rongalite, hydrosulphite and similar reducing agents.....	15%
663	Dextrine	20%
664	Milk sugar	10%
667	Synthetic rubber.....	Free
668	Saccharin, dulcin and similar substances for sweetening.....	35%
669	Rubber accelerators and rubber antioxidants.....	25%
670	Coal-tar distillates and other substances chemically identical therewith, n.o.p.f.	5%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
672	Mapharsol, derivatives of mapharsol, sulphadiazine and hexylresorcine.....	25%
673	Dichloro-diphenyl-trichloroethane (D.D.T.) and preparations thereof	20%
674	Penicillin, streptomycin and preparations thereof	25%
676	Hydrochlorate of quinine, sulphate of quinine, ethyl-carbonate of quinine, hydrochlorate of cinchonine and sulphate of cinchonine..	Free
677	Hydrochlorate of morphine, sulphate of morphine, phosphate of codeine, ecgonine, cocaine, hydrochlorate of cocaine and sulphate of cocaine.....	Free
678	Sulphate of nicotine.....	Free
679	Milk casein	Free
680	Pepsin	20%
681	Baking powder	15%
682	Alcoholic medicinal preparations: 1. Fruit essences, liqueur essences, and the like.....	35%
	2. Other.....	20%
683	Artificial perfumes and compound perfumes.....	25%
684	Dentifrice and the like.....	20%
685	Cosmetics and perfumery: 2. Perfumed hair oil, cream, pomade, rouge, and other preparations of oil, fat or wax.	50%
	3. Toilet powder and manicuring preparations.....	40%
	4. Other.....	40%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
686	Joss sticks.....	40%
687	Plaster, gauze, absorbent cotton and similar materials for surgical purposes.....	20%
688	Medicinal capsule	10%
689	Medicinal wafer.....	20%
690	Explosives, including detonators and fuses (only those for explosive use)	10%
691	Cartridge, loaded.....	20%
692	Projectile, loaded	20%
693	Fireworks.....	20%
694	Matches.....	25%
ex 695	Insecticide, containing fluorine as base.....	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
GROUP 7.		
Dyes, Pigments, Coatings and Filling Matters.		
701	Natural indigo, turmeric, safflower and logwood.....	Free
702	Logwood extract	5%
703	Natural dyes, n.o.p.f.....	Free
704	Caramel	10%
705	Synthetic dyes:	
	1. Basic dyes	25%
	2. Direct dyes	25%
	3. Acid dyes	25%
	4. Mordant dyes and acid mordant dyes.....	25%
	5. Sulphide dyes and sulphide vat dyes.....	25%
	6. Vat dyes:	
	B. Other	25%
	7. Dyes soluble in oil	25%
	8. Other,.....	25%
706	Oxides of cobalt, including ceramic colour called "Gosu"	Free
707	Gold liquids, silver liquids and platinum liquids	Free
708	Powder of bronze, aluminium or similar base metal, n.o.p.f.	10%
709	Prussian blue	10%
710	Ultramarine blue	25%
711	White lead, red lead, and litharge	10%
712	White zinc or sulphide of zinc.....	10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
713	Barium sulphate	10%
714	Lithophone	15%
716	Chalk or whiting, including calcium carbonate	10%
717	Vermilion or cinnabar	10%
718	Realgar, orpiment, gamboge and dragon's blood	Free
719	Carbon black	20%
720	Colour lakes	25%
721	"Urushi" (lacquer, including crude lacquer, obtained from <i>Rhus</i> and <i>semecarpus</i> of <i>Aracardiaceae</i>).....	Free
722	Wood-tar	Free
723	Coal-tar, pitch, asphalt, and manufactures thereof used in construction or repair of roads.....	Free
724	Shoe polish	20%
725	Ink: 1. Printing: A. Liquid or paste: A-1. Each weighing more than 10 kilograms including the container: a. Black	10%
	b. Other	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	A-2. Other.....	20%
	B. Solid	20%
	2. Other	20%
726	Black or vermilion ink-stick, Chinese	20%
727	Chalk, crayon and tailors' chalk...	20%
728	Artists' colours and artists' paints	20%
730	Paint	15%
731	Putty, mangan putty and similar filling matter	15%
732	Sealing wax	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	<p style="text-align: center;">GROUP 8.</p> <p>Cellulose pulp, Fibers, Yarns, Threads, Twines and Cordages.</p> <p>1. Those articles, which are manufactured wholly of inorganic fibers, shall not be included in this Group.</p> <p>2. The term "silk" under this Group shall mean natural silk.</p> <p>3. When, in the case of any article coming under this Group, consisting of a combination of fibers of two or more different kinds, the fibers of any kind therein contained do not exceed 10%, by weight, of such article, it shall be considered that the fibers of that particular kind have not come into combination.</p>	
801	Cellulose pulp	5%
802	Cotton in the seed, or cotton ginned, including carded or combed cotton.	Free
803	Cotton yarns, excluding special cotton yarns, as specified elsewhere:	
	1. Single or two fold, gray, including gassed yarns	5%
	2. Other	7.5%
804	Special cotton yarns:	
	1. Voile yarns, crape yarns finer than No. 42 English, or other yarns of unusual twist	Free
	2. Mule cop yarns, single	Free
	3. Yarns finer than No. 100 English	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
805	Cotton twines not exceeding 3 grams per 10 meters, or cotton threads, excluding yarns	7.5%
806	Flax, China grass or ramie, hemp, jute or other vegetable fibers, n.o.p.f.	Free
807	Linen yarns: 1. Single, gray5%
	2. Other	7.5%
808	Linen twines made by twisting together single yarns finer than No. 7 English and not exceeding 12 grams per 10 meters, and linen threads, exoluding yarns	7.5%
809	China grass or ramie yarns	7.5%
810	China grass, twines or ramie twines, made by twisting together single yarns finer than No. 7 English and not exceeding 12 grams per 10 meters, and China grass threads. or ramie threads, excluding yarns	7.5%
811	Hemp yarns	7.5%
812	Jute yarns	7.5%
813	Hemp twines and jute twines, made by twisting together single yarns finer than No. 7 English and not exceeding 12 grams per 10 meters, and hemp threads or jute threads, excluding yarns	7.5%
814	Sheep's wool, goat's hair and camel's hair, including those carded or combed.	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
816	Yarns made of cotton and wool.....	10%
817	Silk cocoons.....	Free
818	Floss silk and peigne.....	Free
819	Raw silk, including thrown silk:	
	1. Wild silk.....	Free
	2. Other.....	15%
820	Spun silk yarns:	
	1. Of wild silk.....	Free
	2. Other.....	15%
821	Silk threads, excluding spun silk yarns.....	20%
822	Artificial fibers, consisting of fibers of any length, including thrown fibers, not exceeding 5 grams per 10 meters:	
	2. Other.....	15%
823	Yarns, n.o.p.f.:	
	1. Partly consisting of silk, artificial fiber or metal.....	15%
	2. Other.....	10%
824	Threads, n.o.p.f.	10%
825	Silk worm gut.....	Free
826	Cotton powder, wool powder, silk powder and artificial fiber powder	15%
ex 827	Waste or recovered fibers, waste yarns and waste threads, of wool and flax.....	Free
828	Twines, strings, ropes or cordages, n.o.p.f.:	
	1. Of synthetic fibers and acetyl cellulose fibers.....	25%
	2. Other.....	15%
829	Used twines, strings, ropes or cordages, excluding those used as trimmings.....	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	<p style="text-align: center;">GROUP 9.</p> <p>Fabrics and Manufactures thereof.</p> <p>1. Fabrics under this Group shall include felts and knittings.</p> <p>2. Those articles, which are manufactured wholly of inorganic fibers, shall not be included in this Group.</p> <p>3. The term "silk" under this Group shall mean "natural silk".</p> <p>4. When, in case of any article comming under this Group, consisting of a combination of fibers of two or more kinds, the fibers of any kind therein contained do not exceed 10% by weight of such article, it shall be considered that the fibers of that particular kind have not come into the combination. Provided, however, that when, in the case of fabrics partly made of synthetic fibers or acetyl cellulose fibers (including lace fabrics and netted fabrics), such fiber exceeds 50% by weight of such articles or either the warp or the woof of such article is of the fibers of the kind as referred to above, it shall be considered that the fibers of the other kind have not come into the combination.</p> <p>5. The "figured fabric" under this Group shall be a fabric with patterns woven out with warps and woofs, both of which shall exceed 30 in number. In counting the number of yarns combined</p>	

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	in the fabrics aforesaid, the yarn consisting of twisted two or more single yarns or of yarns put together shall be treated as a unit.	
901	Fabrics of cotton	10%
902	Fabrics consisting wholly of flax, China grass or ramie, hemp or jute, or consisting wholly of a combination of two or more of those materials with or without cotton:	
	1. Bolting cloth	10%
	2. Plain, figured or brocaded fabrics:	
	A. Fabrics of jute	10%
	B. Those mixed with cotton	10%
	C. Other	15%
	3. Other	15%
903	Fabrics consisting wholly of pineapple, Manila hemp, agave or other vegetable fibers (excluding cotton, flax, China grass or ramie, hemp or jute), or consisting wholly of a combination of two or more of those materials	10%
904	Fabrics consisting of wool with or without cotton, silk or artificial fibers:	
	1. Velvets, plashes or other pile fabrics with piles, cut or uncut	30%
	2. Other:	
	B. Other	15%
905	Padding for lapels, consisting wholly of horse's hair or of a combination of horse's hair and other fibers	10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
906	Fabrics consisting wholly of silk or of a combination of silk and other fibers, n.o.p.f.: <ol style="list-style-type: none"> 1. Velvets, plushes and other pile fabrics, with piles, cut or uncut 2. Bolting cloth 3. Other 	30% 15% 20%
907	Fabrics consisting of one or more artificial fibers: <ol style="list-style-type: none"> 2. Other 	15%
908	Fabrics consisting of a combination of miscellaneous fibers, n.o.p.f..	15%
909	Stockinet and similar knitted fabrics, including raised fabrics: <ol style="list-style-type: none"> 1. Those consisting wholly or partly of silk 2. Other 	20% 15%
910	Lace fabrics and netted fabrics, n.o.p.f.: <ol style="list-style-type: none"> 2. Nettings for fishing or hunting purposes 	5%
911	Felts: <ol style="list-style-type: none"> 1. Those consisting wholly of wool, or of a combination of wool and cotton 2. Other 	15% 10%
912	Embroidered fabrics	30%
913	Bookbinder's cloth	15%
914	Tracing cloth	15%
915	Artists' canvas	15%
916	Window holland	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
917	Empire cloth	15%
918	Oil floor cloth or linoleum	15%
919	Roofing canvas	15%
920	Tarred canvas	15%
921	Abrasive cloth,coated with abrasive materials such as emery powder, etc.	15%
922	Waterproof fabrics,coated or inserted with rubber, and leather cloth:	
	1. Those consisting wholly or partly of silk	20%
	2. Other	15%
923	Elastic webbing cords, braids, or the like (inserted with rubber threads,etc.):	
	1. Those consisting partly of silk	20%
	2. Other	15%
924	Tapes of insulating fabrics	15%
925	Typewriter ribbons	15%
926	Handkerchieves:	
	1. Of cotton	15%
	2. Other	20%
927	Towels	10%
928	Blankets	20%
929	Travelling rugs	30%
930	Carpets and carpetings	30%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
931	Table cloth: 1. Consisting wholly of flax, of a combination of cotton and flax, wholly or partly of silk or a combination of metal threads and fibers; or embroidered	30%
	2. Other: A. Consisting wholly of cotton, of a combination of cotton and hemp or of cotton and jute	15%
	B. Other	25%
932	Curtains and window draperies: 1. Those combined with metal threads, or embroidered	30%
	2. Other	25%
933	Trimmings (ribbons, laces, edgings, tapes, balloons, cords, braids, tassels, knots, loops, stars and the like): 1. Those combined with precious metals, metals coated with precious metals or combined with precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other	30%
934	Mosquito nets	15%
935	Hammocks	15%
936	Fishing or hunting nets	10%
937	Air cushions	30%
938	Bed quilts and cushions	30%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
939	Hoses and belting for machinery, woven	10%
940	Filter bags	10%
941	Gas bags	10%
942	Gunny bags	5%
943	Used gunny bags	Free
ex 944	Rags (only those fabrics which cannot be used as such, or as clothing or other manufactures thereof) of wool	Free
945	Fabrics, n.o.p.f.	15%
946	Manufactures of fabrics, n.o.p.f.: 1. Those combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other: A. Embroidered	30%
	B. Other	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP 10. Clothing and Accessories thereof. 1. Those articles, which are manufactured wholly of inorganic fibers, shall not be included in this Group. 2. The term "silk" under this Group shall mean "natural silk".	
1001	Raincoats	25%
1002	Shirts, fronts, collars and cuffs.	25%
1003	Undershirts and drawers: 1. Those made of fabrics consisting wholly or partly of silk.. 2. Other	25% 20%
1004	Gloves: 1. Of leather	30%
	2. Of rubber	15%
	3. Other	25%
1005	Stockings and socks, including "Tabi" : 1. Those consisting wholly of silk, artificial fibers or acetyl cellulose fibers and of a combination of those fibers	25%
	2. Other	20%
1006	Shawls, comforters and mufflers: 1. Those consisting wholly or partly of furs or feathers....	50%
	2. Other	30%
1007	Neckties	30%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1008	Trouser suspenders or braces	30%
1009	Belts (worn on person) :	
	1. Those combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other	30%
1010	Sleeve suspenders, stocking suspenders, or the like.....	25%
1011	Hats and caps (men's or women's), and hat bodies:	
	1. Combined or trimmed with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, furs, feathers or artificial flowers	50%
	2. Other:	
	A. Of felt	25%
	B. Other	30%
1012	Boots, shoes and other footwear:	
	1. Of ruber	15%
	2. Other	30%
1013	Shoe laces	20%
1014	Buttons, or press buttons, excluding those made of, or combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	
		20%
1015	Buckles, snaps, hooks, eyes, or similar devices for fixing purposes, excluding those made of, or combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1016	Jewelry worn on person (only those combined or trimmed with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell)	50%
1017	Clothing and accessories or parts thereof, n.o.p.f.:	
	1. Consisting wholly or partly of fur or feather, or combined or trimmed with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other:	
	A. Embroidered	30%
	B. Other	25%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP II.	
	Papers, Paper Manufactures, Books, Caligraphic Writings and Pictures.	
1101	Printing paper:	
	1. Art paper.....	15%
	2. Other (weighing more than 30 grams but not more than 300 grams per square meter):	
	A. Weighing not more than 58 grams per square meter (in roll and containing ground pulp).....	10%
	B. Other	10%
1102	Writing paper	10%
1103	Drawing paper	10%
1104	Blotting paper	10%
1105	Filter paper	10%
1106	Wrapping paper or match paper, weighing more than 30 grams but not more than 300 grams per square meter....	10%
1107	Cigarette paper	20%
1108	Wall paper	10%
1109	Paper board, weighing more than 300 grams per square meter.....	10%
1110	Chinese paper	15%
1111	Tissue paper, excluding what is more than 30 grams by weight per square meter and is not provided for elsewhere.....	15%
1112	Imitation parchment, paraffin paper and wax paper:	
	1. Covered or coated with metal foils or metal powder, or with designs embossed or printed thereon.....	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	2. Other.....	10%
1113	Tracing paper	10%
1114	Lithotransfer paper	10%
1115	Oiled paper	10%
1116	Glass paper for window pane.....	15%
1117	Paper, n.o.p.f.:	
	1. Combined with metal foils or metal powder:	
	A. Of precious metal.....	40%
	B. Other.....	30%
	2. Other.....	20%
1118	Paper lace or paper borders	30%
1119	Blank books.....	15%
1120	Blank forms.....	12.5%
1121	Note papers in box.....	12.5%
1122	Envelopes, including those accompanying note papers in box.....	15%
1123	Albums:	
	1. Those with leather or cloth covers.....	30%
	2. Other.....	20%
1124	Test paper.....	10%
1125	Baryta paper and albuminized paper used in photography.....	20%
1126	Sensitized papers.....	25%
1127	Carbon paper	15%
1128	Abrasive paper, coated with abrasive materials such as emery sands, etc.	10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1129	Wall-boards.....	15%
1130	Labels	15%
1131	Playing cards	50%
1132	Photographs	25%
1133	Caligraphic writings and pictures: 1. Printed..... 2. Other.....	20% Free
1134	Calendars.....	20%
1135	Picture post-cards.....	30%.
1136	Christmas cards and the like.....	30%
1137	Books, copy books, drawing books, music, newspapers, magazines and other printed matters, n.o.p.f....	Free
1138	Plans, architectural and engineering.....	Free
1139	Atlases, maps, charts, and diagrams for scientific purposes.....	Free
1140	Paper money, bank notes, coupons, stock certificates and other negotiable papers.....	Free
1141	Waste paper.....	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
GROUP 12.		
	Minerals and Manufactures thereof.	
1201	Silica sands, quartz sands and other sands, or gravels, n.o.p.f.	Free
1202	Flint.....	Free
1203	Pumice stones, including the powdered	Free
ex 1204	Emery sands.....	Free
1206	Metal polishes, n.o.p.f.....	10%
1207	Grindstones or whetstones:	
	1. Natural, excluding those framed or handled.....	Free
	2. Other.....	10%
1208	Slate and manufactures thereof, n.o.p.f.:	
	1. Unworked.....	Free
	2. Other.....	10%
1209	Lithographic stones:	
	1. Unworked.....	Free
	2. Other.....	5%
1210	Bort, carbonado and other black diamonds.....	Free
1211	Precious stones:	
	1. Formed to be used for mechanical or industrial purposes.....	5%
	2. Other.....	10%
1212	Semi-precious stones and manufactures thereof, n.o.p.f.:	
	1. Uncut or unpolished:	
	A. Rock crystal.....	Free
	B. Other.....	10%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	2. Other: A. Those formed to be used for mechanical or industrial purposes.....	5%
	B. Other.....	20%
1213	Stones and manufactures thereof, n.o.p.f.: 1. Unworked or split.....	Free
	2. Other: A. Unpolished or uncarved.....	5%
	B. Other.....	20%
1214	Amber and manufactures thereof, n.o.p.f.: 1. Unworked.....	10%
	2. Other: A. Those formed to be used for mechanical or industrial purposes.....	5%
	B. Other.....	20%
1215	Waste amber.....	Free
1216	Asbestos and manufactures thereof, n.o.p.f.: 1. Lump, powder or fiber.....	Free
	2. Other.....	15%
1217	Mica and manufactures thereof, n.o.p.f.: 1. Lump or powder.....	Free
	2. Sheets (only those uncoloured or unornamented).....	Free
	3. Other.....	5%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1218	Talc and soapstone, including the powdered.....	Free
1219	Phosphorite.....	Free
1220	Kainite, kieserite, carnallite and similar salts.....	Free
1221	Gypsum:	
	1. Uncalcined.....	Free
	2. Other.....	10%
1222	Manufactures of gypsum.....	20%
1223	Cryolite.....	Free
1224	Clay	Free
1225	Graphite.....	Free
1226	Manufactures of graphite, n.o.p.f..	10%
1227	Coal, including lignite and peat...	Free
1228	Cokes, including petroleum coke, tar pitch coke and similar cokes..	5%
1229	Brick coal or briquettes.....	10%
1230	Portland cement, Roman cement, puzzolana cement and similar hydraulic cements, including cement clinker.....	10%
1231	Manufactures of cement.....	10%
1232	Dolomite and magnesite, including the calcined.....	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
GROUP 13.		
Ceramics, Glass and Glass Manufactures.		
1301	Bricks, excluding cement bricks...	10%
1302	Tiles of clay	10%
1303	Alundum tiles and similar tiles...	10%
1304	Fireproof manufactures of clay, n.o.p.f.	10%
1305	Ceramics, n.o.p.f.: <ol style="list-style-type: none"> 1. Fitted with articles made of precious metals or of metals coated with precious metals... 2. Other: <ol style="list-style-type: none"> A. For use in electrical equipment B. Other 	35%
1306	Shards of ceramics	Free
1307	Glass in lump	10%
1308	Glass in powder or in grain, including frits, n.o.p.f.	10%
1309	Glass rods and glass tubes	10%
1310	Plate or sheet glass, n.o.p.f.: <ol style="list-style-type: none"> 1. Flat, uncoloured or unstained, excluding those exceeding 4 millimeters in thickness 2. Other: <ol style="list-style-type: none"> A. Polished B. Safety glass (made of two sheets of plate glass stuck together) C. Other 	10% 25% 25% 15%
1311	Plate glass with inlaid metal wire or metal net	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1312	Glass for side-light, without frame	15%
1313	Sky light glass	15%
1314	Glass for spectacles, cast or cut.	15%
1315	Optical lenses or prisms, excluding those framed or handled	20%
1316	Deckglass and object glass for microscope	Free
1317	Dry plat for photography, including those exposed and developed...	20%
1318	Spectacles and eyeglasses: 1. Combined with precious metals, metals coated with precious metals, elephant's ivory or tortoise shell	50%
	2. Other	20%
1319	Looking glasses or mirrors: 1. Combined with precious metals or metals coated with precious metals	50%
	2. Other	20%
1320	Glass gems and beads, including those articles of glass processed to imitate the precious stones, metals, pearls, coral, and the like	20%
1321	Glass fiber, glass wool and manufactures thereof	25%
1322	Glass cullet	Free
1323	Glass manufactures, n.o.p.f.: 1. Combined with precious metals or metals coated with precious metals	50%
	2. Other: A. For electrical equipment or made of fused silica	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP 14. Metal Ores and Metals. Those metals, other than the metals classified under Item 1423, the form of which is not specified under each pertinent Item, shall, except for mercury, be classified as the metal under such Item only when such metals are in the form of lumps, ingots, blooms, billets, slabs, grains, powder, bars, rods, plates, sheets, hoops, bands, wires, pipes, tubes, foils or are waste or scrap, fit only for remanufacturing.	
1401	Metal ores (including those calcined), matte, bottom and slag	Free
1402	Platinum, iridium, osmium, palladium, rhodium, indium and ruthenium	Free
1403	Gold	Free
1404	Silver	Free
ex 1405	Iron and steel, excluding special steel as specified elsewhere: ex 2. Sheet piles	15%
	ex 3. Channel rails	15%
	ex 4. Wire rods, in coils, containing not less than 0.5% of carbon, and not more than 0.03% each of phosphorus and sulphur, by weight	15%
	ex 7. Bands, cold rolled, containing not less than 0.5% of carbon by weight	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1406	Special steel: 1. Lumps, ingots, blooms, billets, slabs, bars, rods, wire rods, plates, sheets, wires, pipes and tubes, containing not less than 0.5% of nickel, chromium, tungsten, molybdenum, cobalt or vanadium, or containing not less than 1% of silicon or manganese, by weight, 2. Lumps, ingots, blooms, billets, slabs, bars and rods, containing not less than 0.7% of carbon, and not more than 0.03% each of phosphorus and sulphur, by weight, n.o.p.f...	15% 15%
1408	Aluminium and aluminium alloys, n.o.p.f. 1. Lumps, ingots, slabs and grains, 2. Bars, rods, plates, sheets, wires, pipes, tubes and foils. 3. Waste or scrap, fit only for remanufacturing	10% 20% 5%
1409	Magnesium and magnesium alloys ...	5%
1410	Copper: 1. Lumps, ingots and slabs, 2. Bars, rods, plates, sheets, wires, twisted wires, pipes and tubes, 3. Waste or scrap, fit only for remanufacturing	10% 20% 5%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1411	Lead:	
	1. Lumps, ingots and slabs	5%
	2. Plates, sheets, wires, ribbons, hopps, bands, pipes and tubes.	15%
	3. Tea lead	Free
	4. Waste or scrap, fit only for remanufacturing	Free
1412	Tin:	
	2. Plats, sheets, wires, pipes, tubes and foils	15%
	3. Waste or scrap, fit only for remanufacturing	Free
1413	Zinc:	
	1. Lumps, ingots, slabs and grains	10%
	2. Plates, sheets, wires, pipes and tubes	20%
	3. Waste or scrap, fit only for remanufacturing	10%
1414	Nickel	Free
1415	Mercury	10%
1416	Bismuth	5%
1417	Sulphide of antimony	Free
1418	Cobalt	Free
1419	Brass and bronze:	
	1. Lumps, ingots and slabs	10%
	2. Bars, rods, plates, sheets, wires, pipes, tubes and foils.	20%
	3. Waste or scrap, fit only for remanufacturing	5%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1420	Solder	10%
1421	Babbitt metal and other antifriction metals: 1. Lumps, ingots and slabs 2. Waste or scraps, fit only for remanufacturing	10% 10%
1422	Metals coated with gold or silver.	30%
1423	Metals, classified under one of the Items other than this Item but not in one of the forms specified in the pertinent Item, and metals not specified in any other Items: 1. Lumps, ingots, slabs, grains and powder 2. Bars or rods (including those in the shape of T, angle, etc. in section), plates, sheets, ribbons, hoops, bands, wires, pipes, tubes, wire ropes, twisted wires and foils 3. Waste or scrap, fit only for remanufacturing	10% 15% 10%

SCHEDULE - JAPAN

Tariff Item Nos	Description	Rates of Duty
	GROUP 15. Metal Manufactures.	
	In the categories under this Group those articles which are equipped with mechanical devices operated or driven by power shall not be included.	
1501	Nails, wood screws, bolts, nuts, rivets and the like, excluding those made of, or combined or coated with precious metals:	
	1. Of iron or steel	15%
	2. Other	20%
1502	Belt-fasteners, n.o.p.f.....	15%
1503	Metal nets or nettings:	
	1. Woven:	
	A. Of copper, brass or bronze, excluding those woven endless	20%
	B. Other	15%
	2. Other :	
	A. Of iron or steel	15%
	B. Other	20%
1504	Riveted tubes, of iron or steel ...	15%
1505	Flexible tube:	
	1. Of iron or steel	15%
	2. Other	20%
1506	Materials for railway construction, n.o.p.f.	15%
1507	Electric poles and materials for suspending electric lines, n.o.p.f.	15%
1508	Materials for construction of buildings, bridges, vessels, docks, etc., n.o.p.f.	15%

SCHEDULE JAPAN

Tariff Item Nos.	Description	Rates of Duty
1509	Metal boards or plates for ceiling, wall, etc. (enamelled, painted with enamel paint, varnished, lacquered etc.)	20%
1510	Gas holders, tanks for liquid, or parts thereof, (of iron or steel).	15%
1511	Cylinders for the filling of compressed gas, of iron or steel..	15%
1512	Insulated electric wires	20%
1513	Harpoons	15%
1514	Anchors, of iron or steel	15%
1515	Chains, n.o.p.f.: 1. Made of, or combined or coated with precious metals	50%
	2. Other: A. Of iron or steel, including those used for cycles	15%
	B. Other	20%
1516	Chain belting for machinery	15%
1517	Chains for watches, spectacles or eyeglasses, and other chains worn on person as ornament: 1. Gold or platinum, or coated with gold	50%
	2. Other	20%
1518	Cocks and valves, excluding those made of, or combined or coated with precious metals: 1. Coated with base metal	20%
	2. Other: A. Of iron or steel	15%
	B. Other	20%
1519	Hinges, hat-hooks and other hardware used for doors, windows, furniture, etc.:	

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	1. Made of, or combined or coated with precious metals	50%
	2. Coated with base metals	20%
	3. Other:	
	A. Of iron or steel	15%
	B. Other	20%
1520	Locks and keys:	
	1. Made of, or combined or coated with precious metals	50%
	2. Coated with base metals	20%
	3. Other:	
	A. Of iron or steel	15%
	B. Other	20%
1521	Platinum crucibles or flat wares.	Free
1522	Cutting tools used in or with machinery for cutting metals, wood and other hard materials, mechanics' tools, and agricultural implements, and parts thereof, n.o.p.f.:	
	1. Drills, bits, reamers and screw taps, excluding those handled or framed	20%
	2. Saws in machinery (including those hacksaw blades thicker than BWG No. 22 and for use other than in machinery and excluding those hacksaw blades which are not more than BWG No. 22 in thickness), milling cutters or gear cutters	20%
	3. Other	15%
1523	Screw jacks	15%
1524	Cutlery, including safety razors not equipped with blades and	

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	excluding those provided for elsewhere:	
	1. Made of, or combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, shell of pearl oyster, coral, elephant's ivory or tortoise shell	50%
	2. Other:	
	A. Safety razors (including those not equipped with blades) or blades thereof...	20%
	B. Other	20%
1525	Table forks and spoons:	
	1. Made of, or combined or coated with precious metals	50%
	2. Other	20%
1526	Corkscrews	15%
1527	Capsules for bottle	15%
1528	Crown bottle caps	15%
1529	Cartridge cases	20%
1530	Sewing or knitting needles, pins and the like, excluding those worn on person as ornament:	
	1. Knitting machine needles	5%
	2. Other	10%
1531	Call-bells, and bells for vehicles.	15%
1532	Bicycle pumps	15%
1533	Fire-extinguishers	15%
1534	Meat choppers	15%
1535	Coffee mills	15%
1536	Ice-cream freezers	15%

SCHEDULE - JAPAN

Tariff Item Nos	Description	Rates of Duty
1537	Stoves and parts thereof, n.o.p.f.	15%
1538	Electric stoves, electric smoothing irons or similar electric appliances utilizing electrical heat, excluding those for mechanics	20%
1539	Radiators, excluding those for machinery	15%
1540	Bedsteads and parts thereof	15%
1541	Safes, including cash chests	15%
1542	Numbering machines, dating machines, check perforators, pencil-sharpener and similar devices and parts thereof	15%
1543	Coins (coins other than gold or silver coins and not of Japanese currency shall be classified as waste or scrap of the metal, fit only for remanufacturing).....	Free
1544	Manufactures of precious metals and metal manufactures made of, or combined or coated with precious metals, n.o.p.f.	50%
1545	Manufactures of copper, brass or bronze, n.o.p.f.	20%
1546	Aluminium manufactures, n.o.p.f.	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
GROUP 16.		
	Time Pieces, Scientific, Apparatus and Instruments, Fire Arms, Vehicles, Aircrafts, Vessels and Machinery.	
1601	Pocket watches and wrist watches, including "second watches" such as stop watches: 1. With gold or platinum case.....	50%
1602	Parts of pocket watches and wrist watches, including "second watches" such as stop watches: 1. Of gold or platinum..... 2. Of silver or of metal coated with gold..... 3. Other: A. Movements, including those having dials and hands..... B. Springs and hair springs..... C. Other.....	50% 30% 30% 30% 10% 25%
1603	Table or wall clocks.....	30%
1604	Electric clocks, including master clocks and secondary clocks.....	25%
1605	Watchman's clocks and other time-recording clocks.....	20%
1606	Parts of table or wall clocks, electric clocks, tower clocks, watchman's clocks or other time-recording clocks.....	20%
1607	Chronometers (excluding chronometer watches) or parts thereof.....	20%
1608	Compasses and parts thereof.....	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1609	Binoculars and monoculars:	
	1. Combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory, tortoise shell or shell of mollusca.....	50%
	2. Other.....	20%
1610	Telescopes.....	15%
1611	Microscopes or parts thereof.....	20%
1612	Straight rules, squares, measuring tapes, protractors, wire gauges, screw pitch gauges, thickness gauges, micrometers, calipers, dividers, levels, and similar devices.....	15%
1613	Balances and other weighing devices, with or without weights.....	15%
1614	Parts of balances or other weighing devices, including weights.....	15%
1615	Gas meters.....	15%
1616	Water meters.....	15%
1617	Thermometers:	
	1. Clinical thermometers, with or without a case.....	15%
	2. Other.....	15%
1618	Barometers.....	15%
1619	Ampere-meters, volt-meters and volt-ampere-meters.....	15%
1620	Wattmeters, including watthour meters	15%
1621	Pressure gauges, including vacuum gauges.....	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1622	Tachometers, ship's logs, steam engine indicators, anemometers, dynamometers, cyclometers, pedometers and similar devices.....	
1623	Electric batteries.....	15%
1624	Parts of electric batteries, excluding electric carbons.....	15%
1625	Medical or orthopedic apparatuses or instruments, or parts thereof, n.o.p.f.	20%
1626	Drawing or surveying instruments, or parts thereof, n.o.p.f.:	
	1. Drawing instruments or parts thereof.....	15%
	2. Other.....	20%
1627	Cash registers, calculating machines and similar devices, and parts thereof:	
	1. Cash registers or calculating machines of hand-operating type	20%
	2. Other.....	15%
1628	Typewriters or parts thereof.....	15%
1629	Laboratory apparatuses or instruments, or parts thereof, n.o.p.f.	20%
1630	Cinematograph projectors, photographic enlargers, magic lanterns, or parts thereof.....	20%
1631	Photographic equipments:	
	1. For cinematograph.....	30%
	2. For microscope or aircraft.....	15%
	3. Other.....	40%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1632	Parts of photographic equipments: 1. Lenses..... 2. Camera obscura: A. For cinematograph, B. For microscope or airoraft... C. Other..... 3. Screens for halftone process in printing..... 4. Other.....	20% 20% 15% 30% 20% 30%
1633	Gramophones, including those containing radio receiving set.....	40%
1634	Parts or accessories of gramophones (including those containing radio receiving set), excluding parts or accessories for radio receiving set.	30%
1635	Musical instruments.....	20%
1636	Parts or accessories of musical instruments.....	15%
1637	Telegraphic and telephonic apparatus, and parts thereof, n.o.p.f.: 1. Electrical line telegraphic and telephonic apparatus..... 2. Radiotelegraphic and radiotelephonic apparatus, including radio receivers and chassis thereof, but excluding television receivers and chassis thereof.. 3. Television receivers and chassis thereof..... 4. Other: A. Vacuum tubes..... B. Other.....	15% 20% 30% 30% 15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1638	Fire-arms and parts thereof: 1. Rifles and sporting guns..... 2. Other.....	30% 20%
1639	Railway locomotives or tenders.....	15%
1640	Railway vehicles, n.o.p.f.	15%
1641	Parts of railway locomotives, tenders or other railway vehicles, n.o.p.f.	15%
1642	Automobiles, including autotricycles and chassis equipped with motive machine: 1. Passenger cars..... 2. Other, including buses, trucks, tractors, ambulance cars, fire-fighting cars, water-splinkling cars, street-cleaning cars and automotive vehicles for the transportation of liquid materials, and excluding those equipped with caterpillar.....	40% 30%
1643	Parts of automobiles, including trailers and excluding motive machines: 1. Chassis..... 2. Other.....	30% 30%
1644	Cycles, including those equipped with side-cars: 1. Equipped with motive machine... 2. Other.....	30% 20%
1645	Parts of cycles, excluding motive machines and chains.....	15%
1646	Vehicles or parts thereof, n.o.p.f...	15%
1647	Aircrafts or parts thereof, excluding motive machines.....	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1648	Vessels.....	15%
1649	Steam boilers.....	15%
1650	Parts or accessories of steam boilers, n.o.p.f.	15%
1651	Mechanical stokers.....	15%
1652	Fuel economizers.....	15%
1653	Feed-water heaters.....	15%
1654	Injectors or ejectors.....	15%
1655	Steam locomotive engines not running on rail and portable steam engines.....	15%
1656	Steam turbines or parts thereof....	15%
1657	Steam engines, n.o.p.f.	15%
1658	Internal combustion engines:	
	1. For automobiles or cycles....	30%
	2. Other.....	15%
1659	Water turbines or pelton wheels....	15%
1660	DYNAMOS, electric motors, rotary converters, frequency changers, rotary phase converters or armatures.....	15%
1661	Transformers.....	15%
1662	DYNAMOS combined with motive machine:	
	1. Combined with steam turbines..	15%
	2. Other.....	15%
1663	Motive machines, n.o.p.f.	15%
1664	Blocks or chain blocks.....	15%
1665	Cranes.....	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1666	Capstans, winches, windlasses or the like, n.o.p.f.	15%
1667	Road rollers	15%
1668	Concrete mixers.....	15%
1669	Dredging machines.....	15%
1670	Power hammers.....	15%
1671	Gas Compressors.....	15%
1672	Sewing machines, including those having only top thereof.....	20%
1673	Parts or accessories of sewing machines, excluding needles.....	10%
1674	Diving apparatus or parts thereof..	15%
1675	Pumps, n.o.p.f.	15%
1676	Blowers, including electric fans..	15%
1677	Hydraulic presses.....	15%
1678	Pneumatic tools and pneumatic machines, n.o.p.f.	15%
1679	Metal or wood working machines (including rolling machines, drawing machines, nail making machines, moulding machines, flanging machines, bending machines, riveting machines, etc.) or other machines for cutting or slicing other hard materials than metals and wood, excluding those of pneumatic mechanism and those as specified elsewhere.....	15%
1680	Spinning machines, machines for the preparation of materials for spinning or for the finishing or twisting of yarn, including ginning machines, scouring machines, bundling machines, etc.	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1681	Weaving looms, machines for the preparation of materials for weaving, or fabric-finishing machines.....	15%
1682	Knitting machines.....	15%
1683	Machines for the dying, printing, bleaching or mercerising of yarns or fabrics.....	15%
1684	Paper making machines or machines for the preparation of materials for paper making.....	15%
1685	Printing machines.....	15%
ex 1686	Deep drilling machines for mining purpose, centrifugal separators, milk bottle washing machines, milk sterilizers and milk dryers..	15%
1687	Bearings or parts thereof.....	25%
1688	Parts of machinery, n.o.p.f.:	
	1. Wheels, including gears, of iron or steel.....	15%
	2. Rolls or rollers.....	15%
	3. Parts of spinning machines or weaving looms, including card clothing.....	15%
	4. Endless metal nets and endless felts, for paper making.....	15%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	GROUP 17. Miscellaneous Commodities. The term "silk" in this Group shall mean "natural silk".	
1701	Copra	Free
1702	"Funori" (<i>Gloiosiphoniaceae</i>), "Tengusa" (<i>Gelidiaceae</i>) and Irish moss	Free
1703	Cassava-root	10%
1704	Amorphophallus tubers including those cut and dried, or powdered..	40%
1705	Straw, panama straw, palm leaves, rushes, reeds, vines, and the like..	5%
1706	Rattan: 1. Unsplit	Free
	2. Other	10%
1707	Bamboo	10%
1708	Cork and cork manufactures: 1. Bark	Free
	2. Sheet	5%
	3. Waste or used	Free
	4. Other	10%
1709	Wood: 1. Cut, sawn or split: A. Pine, fir, cedar, and other conifers: a. Cedar, not exceeding 20 centimeters in length, 7 centimeters in width and 7 millimeters in thickness	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
	b. Other : b-1. White cedar, yellow cedar or other woods of <i>Chamaecyparis</i> , red cedar and other woods of <i>Thuja</i> , or hemlock, and other woods of "Tsuga", not exceeding 200 millimeters in thickness	5%
	b-2. Other	Free
	B. Other: a. "Karin", "Tsuge" or box wood, "Tagayasan" (<i>Baryxylum rufum</i> , Lour), red or rose wood, red sandal wood and ebony wood, excluding ebony wood with white streaks	20%
	b. Teak	Free
	c. "Kiri" (<i>Paulownia tomentosa</i> or <i>Paulownia fortunei</i>). d. Other	5%
	2. Other: A. "Karin", "Tsuge" or box wood, "Tagayasan" (<i>Baryxylum rufum</i> , Lour), red or rose wood, red sandal wood and ebony wood, excluding ebony wood with white streaks	30%
	B. Match sticks or splints	Free
	C. Other	15%
1710	Shooks	15%
1711	Filter mass of vegetable matter ..	5%
1712	Firewood	Free
1713	Charcoal: 1. For fuel	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1714	Bone charcoal	Free
1715	Bone ashes	Free
1716	Filaments for filament bulb	10%
1717	Electric carbons or other carbons for electric work, n.o.p.f.:	
	1. In powder or granule	10%
	2. Other:	
	A. Each weighing not more than 300 grams	15%
	B. Other	10%
1718	Catalysts, containing platinum, vanadium, iron or their compounds..	Free
1719	Plaits for hat-making	10%
1720	Mats or mattings, made of vegetable materials, excluding those made of such fibers as are used in the manufacture of fabric:	
	1. For packing	Free
	2. Other	10%
1721	Manufactures of straw, panama straw, palm leaves, rushes, reeds, bamboo, rattan, vines, or the like, n.o.p.f.:	
	1. Bags made of rush	Free
	2. Other	20%
1722	Umbrella sticks, walking sticks, whips or their handles:	
	1. Made of, or combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other	20%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1723	Umbrellas and parasols: 1. Wholly or partly of silk 2. Other	30% 20%
1724	Wood manufactures, n.o.p.f.:..... 1. Combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other: A. Of "Karin", "Tsuge" or box wood, "Tagayasan" (Baryxylum rufum, Lour), red or rose wood, red sandal wood and ebony wood	40%
	B. Other	20%
1725	Tarred felts, tarred paper, and similar materials processed with tar, asphalt, resin, etc. and used for roofing, ship's bottom covering, etc.	10%
1726	Boiler felts	10%
1727	Manufactures of rubber, including those of gutta-percha, n.o.p.f.: 1. India-rubber solution, india-rubber paste and other unvulcanized india-rubber 2. Dental rubber	5% Free
	3. Other	15%
1728	Waste or scrap rubber, including that of gutta-percha, fit only for remanufacturing	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1729	Vulcanized fibers in rod, plate, sheet, tube, etc.	20%
1730	Celluloid or manufactures thereof, n.o.p.f.	20%
1731	Waste or scrap celluloid, fit only for remanufacturing	20%
1732	Galalith or manufactures thereof, n.o.p.f.	15%
1733	Synthetic resins or manufactures thereof, including waste and scrap, n.o.p.f.	30%
1734	Brushes and brooms:	
	1. Combined with precious metals, metals coated with precious metals, elephant's ivory or tortoise shell	50%
	2. Other	20%
1735	Lamps, lighting apparatus and parts thereof, n.o.p.f.:	
	1. Safety lamp, ship's lanterns, incandescent electric lamp, socket, shade holder or gas mantle	15%
	2. Lamp for medical purposes ...	10%
	3. Other	20%
1736	Photographic films, including the developed ones:	
	1. For X-ray	10%
	2. For other purposes	30%
1737	Gelatin paper	15%
1738	Artificial flowers, including imitation leaves, imitation fruits, etc., or parts thereof	40%

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1739	Toilet cases	40%
1740	Fountain pens, ball pens, mechanical pencils, pencils, pens and parts thereof:	
	1. With holders or caps made of, or combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell	50%
	2. Other:	
	A. Fountain pens or mechanical pencils	25%
	B. Lead pencils or pencil leads	20%
	C. Other:	
	a. Pen nibs	
	a-1. Of gold	20%
	a-2. Other	15%
	b. Other	20%
1741	Goods for base ball, tennis, ping-pong, billiards, chess, and other sporting or gaming goods, and parts and accessories thereof, excluding playing cards:	
	1. Goods for base ball, tennis or other outdoor sports, and parts and accessories thereof	20%
	2. Other	30%
1742	Toys	40%
1743	Models	Free

SCHEDULE - JAPAN

Tariff Item Nos.	Description	Rates of Duty
1744	Fodder and feeds	Free
1745	Wheat bran	Free
1746	Rice bran	Free
1747	Oil cakes, unedible dried fish, bone meal, blood powder, guano, super-phosphate of lime, calcium cyanamide or other fertilizers, n.o.p.f. ...	
1749	Articles, not otherwise provided for: 2. Other: A. Combined with precious metals, metals coated with precious metals, precious stones, semi-precious stones, pearls, coral, elephant's ivory or tortoise shell ...	Free 50%

DECISION OF 23 OCTOBER 1953 REGARDING
THE PARTICIPATION OF JAPAN IN THE
SESSIONS OF THE CONTRACTING PARTIES

CONSIDERING THAT:

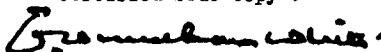
- (a) it has not been practicable for the CONTRACTING PARTIES in present circumstances to proceed with the request made by the Government of Japan to accede to the General Agreement in accordance with the provisions of Article XXXIII,
- (b) The CONTRACTING PARTIES are desirous meanwhile of associating the Government of Japan with their discussions and deliberations,
- (c) a number of contracting parties agree by a Declaration that, pending the accession of Japan following tariff negotiations, their commercial relations with that country shall be governed by the provisions of the General Agreement, and
- (d) the said Declaration requests the CONTRACTING PARTIES to perform certain functions comparable in nature to their functions under the General Agreement,

The CONTRACTING PARTIES

DECIDE:

1. to invite the Government of Japan to participate in Sessions of the CONTRACTING PARTIES and of subsidiary bodies established by the CONTRACTING PARTIES,
2. to accept such functions as are necessary for the operation of the Declaration referred to in the preamble to this Decision, and
3. that this Decision shall take effect if approved by not less than two-thirds of the contracting parties^[1] and shall continue in effect until the accession of Japan following tariff negotiations with contracting parties or until 30 June 1955 unless it is agreed to extend it to a later date.

Certified true copy :



E. Wyndham White
Executive Secretary.

^[1]Approved Oct. 23, 1953.

TIAS 2918
Oct. 17, 1951,
and Mar. 26,
1952

RELIEF SUPPLIES AND PACKAGES FOR INDIA

Application of July 9, 1951 Agreement to Administrative Supplies and Equipment

Agreement between the UNITED STATES OF AMERICA and INDIA

- Effectuated by Exchange of Notes
Signed at Washington October 17, 1951,
and March 26, 1952
- Entered into force March 26, 1952

*The Secretary of State to the Ambassador of India*DEPARTMENT OF STATE
WASHINGTON

Oct 17 1951

EXCELLENCE:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of India, signed at Washington on July 9, 1951, [¹] for facilitating the flow of and effecting the efficient entry and distribution of donated goods and supplies for relief and rehabilitation for which the Administrator for Economic Cooperation can pay ocean freight charges pursuant to section 6 of the India Emergency Food Aid Act of 1951. [²] The Government of the United States of America proposes that the agreement be considered as applying to administrative supplies and equipment furnished to any of the relief agencies referred to in Article 1 of the agreement for the purpose of carrying out the operations in India contemplated by the agreement, and that no duty or other restrictions be imposed by India on the subsequent exportation of such supplies and equipment by the aforesaid agencies. Administrative equipment and supplies normally include motor vehicles and parts, and office supplies and equipment.

The foregoing proposal does not extend to supplies and equipment imported for the personal use of the individuals concerned with the aforesaid agencies. If any such administrative supplies and equipment pass out of such agencies' possession in India by sale or otherwise, the agency or agencies concerned shall become liable for payment of transportation charges and duties on such articles. Moreover, the aforesaid agencies are prohibited from selling goods on penalty of having their registrations with the Department of State's Advisory Committee on Voluntary Foreign Aid revoked.

Upon the receipt of a note indicating that the foregoing proposal is acceptable to the Government of India, the Government of the United States of America will consider that this note and your reply constitute an agreement between our two Governments, which agreement shall enter into force on the date of your note in reply.

¹ Treaties and Other International Acts Series 2291; 2 UST 1483.

² 65 Stat. 71; 50 U. S. C. app. § 2315.

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

DEAN ACHESON

Her Excellency
VIJAYA LAKSHMI PANDIT,
Ambassador of India.

The Ambassador of India to the Secretary of State

No. F.32(10)/51

EMBASSY OF INDIA
WASHINGTON, D. C.

March 26, 1952.

MY DEAR MR SECRETARY,

I have the honour to refer to your note of October 17, 1951, in which you proposed that the Agreement between the Government of the United States and the Government of India, signed at Washington on July 9, 1951, be considered as applying also to administrative supplies and equipment furnished to any of the relief agencies referred to in Article I of the Agreement for the purpose of carrying out the operations in India contemplated by the Agreement.

The Government of India agree to extend the concessions, granted under the Agreement, to the administrative supplies and equipment, supplied by the United States Government to the relief agencies in India, established under the said Agreement, for the purpose of carrying out their operations, subject to the conditions mentioned in your note dated October 17, 1951, referred to above. This concession has, however, been extended for a period of six months in the first instance. The position will be reviewed after the expiry of that period.

Accept, Mr Secretary, renewed assurances of my highest consideration.

B R SEN
B. R. Sen
Ambassador of India.

The Honourable DEAN ACHESON,
Secretary of State.

Duty-Free Entry and Free Inland Transportation

**Agreement between the
UNITED STATES OF AMERICA
and INDIA**

Renewing Agreement of July 9, 1951

- Effectuated by Exchange of Notes
Signed at New Delhi August 25–26
and 27, 1952
 - Entered into force August 27, 1952;
operative retroactively June 30, 1952

The Foreign Secretary of India to the American Ambassador

MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI.

No. D.4127/52-AMS

25-26th August 1952

EXCELLENCY,

I have the honour to state that the Agreement of the 9th July, 1951, between the Governments of the U. S. A. and India regarding duty-free entry and defrayment of inland transportation charges of relief supplies and packages [¹] has expired and a fresh agreement is under negotiation. The Government of India would be glad if arrangements in force under the old Agreement could continue pending the conclusion of a new Agreement. If your Government concur in this view, I would suggest that this note and the reply thereto may be taken as constituting an agreement for the period intervening between the expiry of the old Agreement [²] and the conclusion of a fresh one.

Accept, Excellency, the assurances of my highest consideration.

R. K. NEHRU
(R. K. Nehru)

*Foreign Secretary to the
Government of India*

His Excellency Mr. CHESTER BOWLES,
Ambassador for the United States of America,
American Embassy,
New Delhi

*The American Chargé d'Affaires ad interim to the Acting Foreign
Secretary of India*

No. 66

AMERICAN EMBASSY
New Delhi, August 27, 1952

SIR:

I have the honor to acknowledge receipt of your note No. D4127/52-ANS of August 25-26, 1952, reading :

"I have the honour to state that the Agreement of the 9th July, 1951, between the Governments of the U. S. A. and India regarding

¹ Treaties and Other International Acts Series 2291; 2 UST 1483. Also see TIAS 2918; *ante* p. 298.

² Terminated June 30, 1952.

duty-free entry and defrayment of inland transportation charges of relief supplies and packages has expired and a fresh agreement is under negotiation. The Government of India would be glad if arrangements in force under the old Agreement could continue pending the conclusion of a new Agreement. If your Government concur in this view, I would suggest that this note and the reply thereto may be taken as constituting an agreement for the period intervening between the expiry of the old Agreement and the conclusion of a fresh one",

and to state that the Government of the United States concurs in the proposal of the Government of India that the arrangements in force under the Agreement of July 9, 1951, continue in force until a new Agreement is concluded and agrees that your note under acknowledgement and this reply shall be regarded as constituting an agreement for the period intervening between the expiry of the old Agreement and the conclusion of a new Agreement.

Accept, Sir, the assurances of my highest consideration.

LOYD V. STEERE

The Honorable

R. K. NEHRU,

*Acting Foreign Secretary,
Ministry of External Affairs,
Government of India,
New Delhi.*

TIAS 2920
Feb. 15, 21,
and 24, 1951, TECHNICAL COOPERATION

Litani River Survey Project

Agreement between the
UNITED STATES OF AMERICA
and LEBANON

- Effectuated by Exchange of Notes
Signed at Beirut February 15, 21,
and 24, 1951
- Entered into force February 24, 1951

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

No. 151

EXCELLENCY,

Acting upon instructions from my Government, I have the honor to refer to previous conversations between the Minister of Foreign Affairs of the Government of Lebanon and the American Minister to Lebanon regarding the Litani River survey project and to inform you that the Government of the United States is prepared to proceed with this project in accordance with the following proposed draft agreement:

1. "Pursuant to previous discussion with the Government of Lebanon, the Government of the United States is prepared to send 12 technicians to Lebanon for the purpose of making a preliminary survey of Litani River development requirements. It is anticipated that this survey will be conducted during a period of approximately 4 months beginning about March 1, 1951.
2. "The salaries and allowances of these specialists, including costs of international travel, will be paid by the Government of the United States.
3. "It is understood that the Government of Lebanon will provide motor vehicles and motor vehicle operating and maintenance expenses for travel on official business within Lebanon, and will pay all other costs of official transportation, travel and communications within Lebanon; will provide such office space, land and buildings, equipment and supplies, and secretarial and other personnel assistants as may be required for the conduct of the survey; and will assure access by the survey party to all localities in which investigations are necessary.
4. "It is further understood that the Government of Lebanon will: (a) provide all necessary information concerning this survey and give the survey full publicity; (b) seek to maximum extent possible full coordination and integration of technical cooperation programs carried on in Lebanon; (c) endeavor to make effective use of the results of the survey; and (d) cooperate in the mutual exchange of technical knowledge and skills with other countries with which it maintains friendly relations, and which participate in technical cooperation programs associated with the survey.
5. "It is further understood that in respect of income taxes, social security taxes, and taxes or duties on personal, household

and professional effects imported into Lebanon for their use by members of the survey party sent by the Government of the United States, the Government of Lebanon will accord the members of the survey party the same treatment it accords personnel of comparable rank of the United States Legation in Lebanon.

6. "Upon receipt of notification in writing from the Government of Lebanon of its concurrence in the foregoing, the Government of the United States will proceed to send to Lebanon the technicians assigned to the survey."

It is contemplated that the initial stage of the survey will involve an expenditure by the United States Government of about \$66,400 and the supplying of twelve technicians in the following categories: 1 chief, 1 project engineer, 1 economist, 1 electrical engineer, 1 irrigation engineer, 1 geologist, 1 agricultural engineer, 1 sanitary engineer, and 4 clerks.

It is estimated that the initial stage of this survey will require four months to complete. Because of American internal budgetary arrangements, the expenditures on this phase of the program should be completed by June 30, 1951. Consequently the work should begin on or before March 1, 1951. Based on the previous conversations mentioned above, the Legation understands that this project has met with general approval. So that there may be no delay in beginning the work, it would therefore be advantageous to both parties if you would inform me of your decision at an early date.

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

JOHN H. BRUINS
Charge d'Affaires, a.i.

BEIRUT, February 15, 1951

His Excellency

HUSSEIN OUEINI

*Minister of Foreign Affairs
Republic of Lebanon
Beirut*

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

AMERICAN LEGATION, BEIRUT
February 21, 1951

MY DEAR MR. MINISTER:

Confirming my conversation with Fouad Bey Ammoun, Secretary General of the Ministry of Foreign Affairs, today in regard to the

Litani River Survey Project, I am happy to clarify certain points raised by him in regard to the draft agreement for this project in the Legation's Note No. 151 of February 15, 1951, as follows:

(1) So that Lebanon may be enabled to make effective use of the results of the survey as mentioned in paragraph 4(c) of the draft agreement, it is agreed that the results of this survey will, at its completion, be made available to the Lebanese Government.

(2) It is agreed, in respect to paragraph 4(d) of the draft agreement, that cooperation in the mutual exchange of technical knowledge and skills with other countries with which Lebanon maintains friendly relations excludes such cooperation with Israel.

(3) It is agreed that the supplies which are to be furnished by the Government of Lebanon, as mentioned in paragraph 3 of the draft agreement, will be defined as office supplies.

I understand that the Government of Lebanon has approved our proposal in principle, subject to the above clarifications, and consequently I look forward to receiving your confirmation.

Sincerely yours,

JOHN H. BRUINS
Charge d'Affaires, a.i.

His Excellency

HUSSEIN OUEINI

*Minister of Foreign Affairs
Republic of Lebanon
Beirut*

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

REPUBLIQUE LIBANAISE

MINISTÈRE DES AFFAIRES ETRANGERES
ET DES LIBANAIS D'OUTRE-MER

SERVICE ÉCONOMIQUE ET SOCIAL

#235/9/15

BEYROUTH, le 24 Février 1951

MONSIEUR LE CHARGÉ D'AFFAIRES,

Me référant à votre lettre n° 151 en date du 15 Février et à votre lettre datée du 21 Février courant, relatives à l'assistance technique à fournir par les Etats-Unis d'Amérique en vue de compléter les études techniques du Projet du Litany, j'ai l'honneur de vous informer que mon Gouvernement donne son agrément au projet d'accord que vous avez bien voulu proposer.

Veuillez agréer, Monsieur le Chargé d'Affaires, les assurances de ma haute considération.

Le Ministre des Affaires Etrangères

H. OUEINI

Monsieur JOHN H. BRUINS

Chargé d'Affaires a. i.

Beyrouth

Translation

LEBANESE REPUBLIC

MINISTRY OF FOREIGN AFFAIRS
AND LEBANESE OVERSEAS

ECONOMIC AND SOCIAL SERVICE

3235/9/15

BEIRUT, February 24, 1951

MR. CHARGÉ D'AFFAIRES,

With reference to your letter No. 151 of February 15 and to your letter of February 21, both relating to the technical assistance to be furnished by the United States of America with a view to completing the technical surveys in connection with the Litani Project, I have the honor to inform you that my Government accepts the draft agreement which you were good enough to propose.

Accept, Mr. Chargé d'Affaires, the assurances of my high consideration.

H. OUEINI

Minister of Foreign Affairs

Mr. JOHN H. BRUINS,

*Chargé d'Affaires ad interim,
Beirut.*

TECHNICAL COOPERATION

Agricultural Development and Improvement Program

**TIAS 2921
Nov. 19, 1951,
and Mar. 18,
1952**

Agreement between the UNITED STATES OF AMERICA and IRAQ

- Effectuated by Exchange of Notes
Signed at Baghdad November 19, 1951
and March 18, 1952
- Entered into force March 18, 1952

The American Ambassador to the Iraqi Acting Minister for Foreign Affairs

No. 284

EXCELLENCY,

I have the honor to refer to the General Agreement for Technical Cooperation between Iraq and the United States of America, which was signed at Baghdad on April 10, 1951, [¹] becoming effective on June 2, 1951, and to the request of the Government of Iraq (Ministry of Foreign Affairs Note No. Qaf/61/61/101/1584 dated February 12, 1951) [²] that the two Governments cooperate in a program of agricultural development and improvement, to be governed by the terms and conditions of the General Agreement. In accordance with the request of the Government of Iraq, the Government of the United States now plans to select and assign to Iraq experts in research and demonstration, production, marketing and land management. Such experts will provide professional and advisory services in the respective fields, will train Iraqi technical personnel, and will assist in carrying out cooperative activities.

The salary and allowances of experts assigned to Iraq, including costs of international travel, and the cost of certain equipment, supplies and facilities as determined by the Technical Cooperation Administration will be paid by the Government of the United States of America.

It is understood that the Government of Iraq, at its expense, will provide housing for the experts and their accompanying dependents, land and buildings (including office space, laboratories, workshops, etc.), facilities, equipment, supplies, secretarial and other personnel assistance; qualified co-workers and appropriate personnel for training purposes; motor vehicles and motor vehicle operating and maintenance expenses for travel on official business within Iraq; will pay other costs of official transportation, travel, and communications within Iraq; and will assure access by the assigned United States experts to areas in which investigations are necessary and to information and data required for the discharge of the assigned duties of the experts in an expeditious and professional manner.

¹ Treaties and Other International Acts Series 2413.

² Not printed.

These arrangements will be considered by the Government of the United States as effective from the date of Your Excellency's reply concurring hereto, and will continue in effect for two years from the date of said reply, or until one month after either Government shall have given notice in writing to the other of intention to terminate such arrangements, whichever is earlier; provided, however, that the obligations of the parties for the period subsequent to June 30, 1952, shall be subject to the availability of appropriations to both Governments for these purposes.

Upon receipt of Your Excellency's reply indicating that the foregoing arrangements are acceptable, the Government of the United States of America will take such further steps as may be necessary for the assignment of experts referred to above.

Accept, Excellency, the assurances of my highest consideration.

EDWARD S. CROCKER

BAGHDAD, November 19, 1951

The Iraqi Acting Minister for Foreign Affairs to the American Ambassador

الرقم: ١٠٤/٢٤٥/٢٤٥/٥٨٨٨

بغداد، آذار ١٩٦٣

الحكومة

وزير الخارجية

الدائرة الاقتصادية والتنمية
انشطة التجارية

صاحب المامسي

بالإشارة الى كتاب معاليكم المرقم ٢٦٤ والوزر في ١١ تشرين الثاني ١٩٥١ اشتبرت
باعلانيكم ان الحكومة العراقية توافق على استخدام الخبراء للعمل في وزارة الاقتصاد والدراست
التابعة لها بختبر الانفاق العام للتعاون الفنى حول النقطة الرابعة من مشروع الرئيس ترومان
وبحسب الشروط المبينة بكل كتاب معاليكم المنوه به في اعلاه .
انهيز هذه المرة للنواب لمعاليكم من ذاتي تقدري واحترامي .

مالي المسفر ادوارد اس. كروكسمير

السفير فوق العادة والمفوض للولايات المتحدة الامريكية

بغداد

Translation

Government of Iraq
MINISTRY OF FOREIGN AFFAIRS
OFFICE OF ECONOMICS
DIVISION OF COMMERCE

BAGHDAD, *March 18, 1952*

No. Q215/215/101/5888

EXCELLENCY:

With reference to Your Excellency's letter No. 264 dated November 19, 1951, I have the honor to inform you that the Government of Iraq agrees to employ the specialists in the Ministry of Economics and in its subordinate offices in accordance with the general agreement on technical cooperation in connection with Point Four of President Truman's plan and in accordance with the conditions stated in Your Excellency's afore-mentioned letter.

I take the opportunity to express to Your Excellency my highest consideration and respect.

SHAKIR AL-WADI

His Excellency

Mr. EDWARD S. CROCKER,
*Ambassador Extraordinary and Plenipotentiary of the
United States of America,
Baghdad.*

TIAS 2922
Nov. 12, 1953

**JOINT UNITED STATES-CANADIAN COMMITTEE
ON TRADE AND ECONOMIC AFFAIRS**

**Agreement between the
UNITED STATES OF AMERICA
and CANADA**

- Effectuated by Exchange of Notes
Signed at Washington November 12, 1953
- Entered into force November 12, 1953

*The Ambassador of Canada to the Secretary of State*CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D. C.

No. 821

November 12, 1953.

SIR,

I have the honour to refer to recent conversations between representatives of our two Governments concerning the establishment of a joint economic committee. These discussions revealed a desire on the part of both Governments to make arrangements for periodic consultation between their respective Cabinet members having major responsibility for economic policy.

I have the honour to propose, therefore, that our two Governments agree:

(a) That there shall be established a Joint United States-Canadian Committee on Trade and Economic Affairs to consist,

for CANADA, of the Secretary of State for External Affairs and the Ministers of Finance, Trade and Commerce, and either the Minister of Agriculture or the Minister of Fisheries, as appropriate, and, for the UNITED STATES OF AMERICA, of the Secretaries of State, the Treasury, Agriculture, and Commerce,

together with such other officials of Cabinet rank as either Government may designate from time to time, as the need arises;

(b) That the Committee's functions shall be:

- (1) To consider matters affecting the harmonious economic relations between the two countries;
- (2) In particular, to exchange information and views on matters which might adversely affect the high level of mutually profitable trade which has been built up;
- (3) To report to the respective Governments on such discussions in order that consideration may be given to measures deemed appropriate and necessary to improve economic relations and to encourage the flow of trade;

- (c) That the Committee shall meet once a year or more often, as may be considered necessary by the two Governments;
- (d) That the Committee shall meet alternately in Washington and Ottawa, the Chairman to be a Canadian member when the meetings are held in Canada, and a United States member when meetings are held in the United States.

If the Government of the United States is agreeable to the foregoing proposals, I suggest that the present Note and your reply to that effect should constitute an agreement between our two Governments which shall take effect this day and shall remain in force until such time as either Government shall have given notice in writing of its desire to terminate the agreement.

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

A. D. P. HEENEY.

The Honourable JOHN FOSTER DULLES,
Secretary of State of the United States,
Washington, D. C.

The Secretary of State to the Ambassador of Canada

DEPARTMENT OF STATE
 WASHINGTON

Nov 12 1953

EXCELLENCY:

I have the honor to refer to your Note No. 821 of November 12, 1953, in which you made proposals for the establishment of a Joint United States-Canadian Committee on Trade and Economic Affairs.

I have the honor to inform you that the Government of the United States concurs in these proposals and agrees that your note and the present reply should constitute an agreement between our two Governments which shall take effect this day and which shall remain in force until such time as either Government shall have given notice in writing of its desire to terminate the agreement.

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

JOHN FOSTER DULLES

His Excellency
 ARNOLD D. P. HEENEY,
Ambassador of Canada.

TECHNICAL MISSIONS FROM JAPAN

**TIAS 2923
Jan. 21, 1954**

Agreement between the UNITED STATES OF AMERICA and JAPAN

- Effectuated by Exchange of Notes
Signed at Washington January 21, 1954**
- Entered into force January 21, 1954**

The Japanese Chargé d'Affaires ad interim to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON, D. C.

No. P-11

JANUARY 21, 1954

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of our two Governments relating to the desire of my Government to improve the capacity of Japan for the production of defense equipment and supplies by the sending to the United States of America of a series of missions, composed of technically qualified personnel, which will study, through the good offices of the Government of the United States of America, the production of defense equipment and supplies in certain facilities in the United States of America. These studies would encompass such matters as manufacturing and assembly processes, quality control, proving and testing, and procurement techniques.

I wish to set forth hereunder the understandings which have been reached as a result of the above conversations:

1. Proposals for specific missions will be made by the Government of Japan to the Government of the United States of America through the United States Embassy at Tokyo. These proposals will be considered by the Government of the United States of America on a case-by-case basis with respect to the practicability, size, scope, and duration of specific missions.
2. Individuals selected by the Government of Japan for each mission will serve as representatives of the Government of Japan for the duration of their membership in the mission while in the United States of America.
3. The Government of Japan will supply such information on the individual members of the proposed missions as may be requested by the Government of the United States of America.
4. The Government of Japan will provide written statements as required by the Government of the United States of America, signed by the individual members of each mission, promising non-violation of patent and proprietary rights on the material, facilities, manufacturing processes, and engineering services made available for examination or study.

5. When the Government of the United States of America or its nationals supply technical information to members of missions, the Government of Japan will use its best endeavors

(a) to insure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain statutory protection, and

(b) to assist the owner thereof in obtaining adequate redress for damages resulting from any unauthorized use of disclosure of the information.

6. The Government of Japan will take such measures as may be arranged between the two Governments respecting the security of any classified technical information received in connection with these missions.

7. Information acquired by Japanese nationals in connection with these missions will be regarded as acquired by the Government of Japan to be utilized, for the purposes for which it is made available, by the Government of Japan and Japanese industry as a whole.

8. No obligation will be undertaken by the Government or nationals of the United States of America for expenses incurred in connection with these missions.

9. The requirements set forth in the preceding paragraphs will be fully satisfied if the Government of Japan fulfills the same within its competence and in conformity with the applicable laws of Japan.

I have the honor to inform Your Excellency that the foregoing understandings are acceptable to the Government of Japan and request Your Excellency to be good enough to confirm that they are also acceptable to the Government of the United States of America.

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

RYUJI TAKEUCHI

His Excellency

JOHN FOSTER DULLES,
Secretary of State
of the United States of America.

*The Acting Secretary of State to the Japanese Chargé d'Affaires
ad interim*

DEPARTMENT OF STATE
WASHINGTON

January 21, 1954

SIR:

I acknowledge receipt of your note of January 21, 1954 reading as follows:

"I have the honor to refer to the conversations which have taken place between representatives of our two Governments relating to the desire of my Government to improve the capacity of Japan for the production of defense equipment and supplies by the sending to the United States of America of a series of missions, composed of technically qualified personnel, which will study, through the good offices of the Government of the United States of America, the production of defense equipment and supplies in certain facilities in the United States of America. These studies would encompass such matters as manufacturing and assembly processes, quality control, proving and testing, and procurement techniques.

"I wish to set forth hereunder the understandings which have been reached as a result of the above conversations:

"1. Proposals for specific missions will be made by the Government of Japan to the Government of the United States of America through the United States Embassy at Tokyo. These proposals will be considered by the Government of the United States of America on a case-by-case basis with respect to the practicability, size, scope, and duration of specific missions.

"2. Individuals selected by the Government of Japan for each mission will serve as representatives of the Government of Japan for the duration of their membership in the mission while in the United States of America.

"3. The Government of Japan will supply such information on the individual members of the proposed missions as may be requested by the Government of the United States of America.

"4. The Government of Japan will provide written statements as required by the Government of the United States of America, signed by the individual members of each mission, promising non-violation of patent and proprietary rights on the material, facilities, manufacturing processes, and engineering services made available for examination or study.

"5. When the Government of the United States of America or its nationals supply technical information to members of missions, the Government of Japan will use its best endeavors

(a) to insure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain statutory protection, and

(b) to assist the owner thereof in obtaining adequate redress for damages resulting from any unauthorized use or disclosure of the information.

"6. The Government of Japan will take such measures as may be arranged between the two Governments respecting the security of any classified technical information received in connection with these missions.

"7. Information acquired by Japanese nationals in connection with these missions will be regarded as acquired by the Government of Japan to be utilized, for the purposes for which it is made available, by the Government of Japan and Japanese industry as a whole.

"8. No obligation will be undertaken by the Government or nationals of the United States of America for expenses incurred in connection with these missions.

"9. The requirements set forth in the preceding paragraphs will be fully satisfied if the Government of Japan fulfills the same within its competence and in conformity with the applicable laws of Japan.

"I have the honor to inform Your Excellency that the foregoing understandings are acceptable to the Government of Japan and request Your Excellency to be good enough to confirm that they are also acceptable to the Government of the United States of America.

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

I confirm that the understandings set forth in your note are also acceptable to the Government of the United States of America.

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

For the Acting Secretary of State:

WALTER S. ROBERTSON

The Honorable

RYUJI TAKEUCHI,

Chargé d' Affaires ad interim of Japan.

TIAS 2924
Feb. 12, 1954

GERMAN RED CROSS HOSPITAL IN KOREA

Agreement between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC
OF GERMANY

- Signed at Washington February 12, 1954
- Entered into force February 12, 1954

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
CONCERNING ASSISTANCE TO BE RENDERED BY
A GERMAN RED CROSS HOSPITAL IN KOREA

Whereas the Government of the United States of America, acting as the Unified Command pursuant to the United Nations Security Council resolution of July 7, 1950, has designated the Commander of the United Nations forces in Korea (hereinafter referred to as the "Commander");

Whereas the Government of the Federal Republic of Germany desires to lend humanitarian assistance in Korea and therefore proposes the dispatch of a Red Cross hospital (hereinafter referred to as the "Hospital") and its staff of civilian personnel to Korea;

Whereas Article 27 of the Geneva Convention for the Amelioration of the Condition of the Wounded and Sick in Armed Forces in the Field of August 12, 1949 sets out procedures which the two Governments are willing to employ for the accomplishment of the humanitarian proposal of the Federal Republic of Germany;

The Government of the United States of America and the Government of the Federal Republic of Germany have entered into the present agreement:

Article I

1. The German Red Cross in the Federal Republic of Germany as a recognized national aid society shall, on the instructions and with the consent of the Government of the Federal Republic of Germany, furnish a Hospital for use in connection with the United Nations operations in Korea. The Hospital will devote its facilities to the care of civilians to the extent found feasible by the Commander.

2. The Government of the United States of America, acting as the Unified Command, gives its authorization to the rendering of assistance by the Hospital and shall request the Secretary General of the United Nations to give the notification to the adverse Party provided for in the second sentence of paragraph 2, Article 27 of the above-mentioned Geneva Convention.

Article II

1. The Hospital shall be placed under the control of the Commander. Its internal operations, administration, and disciplinary control shall be vested in the Head of the Hospital, subject to all orders, directives, and policies of the Commander. In the event of disagreement with such orders, directives, or policies, they shall be accepted and carried out as given, but formal protest may be presented subsequently.

2. The German personnel of the Hospital shall wear the uniform of the German Red Cross.

Article III

1. The Government of the United States of America shall assist the Hospital in the discharge of its functions.

2. The Government of the United States of America shall furnish the Hospital with available materials, supplies, services, and facilities, including transportation to and from Korea and such local services as are normally supplied by the Commander to like units, which the Hospital requires for its operations and which it is not feasible for the Government of the Federal Republic of Germany to furnish.

3. In protecting and caring for the Hospital, the Commander shall apply the same standards as he applies to like units under his jurisdiction, taking into account its humanitarian mission as a medical unit of a recognized national aid society.

4. The Commander, in so far as possible, will provide for unimpeded communications between the Hospital and the competent German authorities.

Article IV

1. The Government of the United States of America and the Government of the Federal Republic of Germany will maintain accounts of the materials, supplies, services, and facilities furnished by the Government of the United States of America to the Hospital.

2. The Government of the Federal Republic of Germany shall reimburse the Government of the United States of America in United States dollars, upon the presentation of statements of account by the Government of the United States of America, for such materials, supplies, services, and facilities. Issues of materials and supplies to the Hospital will not operate to transfer title in advance of reimbursement.

3. The Governments of the United States of America and the Federal Republic of Germany shall make technical and administrative arrangements regarding the furnishing of materials, supplies, services, and facilities, and the accounting and reimbursement therefor.

4. Classified, specialized, or scarce items furnished to the Hospital by the Government of the United States of America will be returned upon request, at the termination of the activities of the Hospital under this agreement, as a credit to the account of the Hospital. If the Government of the Federal Republic of Germany determines that materials or supplies furnished by the Government of the United States of America are not desired for retention, such materials or supplies may be offered to the Government of the United States of America, and if accepted, their residual value as determined by the Government of the United States of America will be credited to the account of the Hospital.

5. Settlement of obligations for materials, supplies, services, and facilities received by the Hospital from other

governments, whether directly or through the Commander, shall be a matter for consideration between the Government of the Federal Republic of Germany and such other governments.

Article V

The requirements of the Hospital for Korean currency will be supplied under arrangements approved by the Commander; provided, however, that settlement of any obligation of the Government of the Federal Republic of Germany for the use of such currency will be a matter for consideration between the Government of the Federal Republic of Germany and the competent authorities of Korea.

Article VI

1. Each of the parties to this agreement agrees not to assert any claim against the other party for injury or death of its personnel, or for loss, damage, or destruction of its property or property of its personnel caused in Korea by personnel of the other party. For the purposes of this paragraph, personnel of the Government of the Federal Republic of Germany shall be defined as personnel of the Hospital and property of the Government of the Federal Republic of Germany shall include the property of the German Red Cross.

2. Claims of any other government or its nationals against the Government or nationals of the Federal Republic of Germany or vice versa shall be a matter for disposition between the Government of the Federal Republic of Germany and such other government or its nationals.

Article VII

The Government of the United States of America shall render to the Hospital such available assistance as may be necessary in connection with the termination of its activities and its redeployment.

Article VIII

This agreement shall come into force upon the date of signature thereof, and shall apply to all materials, supplies, services, and facilities furnished or rendered before, on, or after that date, to all claims referred to in Article VI arising before, on, or after that date, and to all technical and administrative arrangements concluded pursuant to Article IV before, on, or after that date.

VEREINBARUNG ZWISCHEN
DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA
UND
DER REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND
UEBER DIE
MITWIRKUNG EINES HOSPITALS
DES
DEUTSCHEN ROTEN KREUZES IN KOREA

Da die Regierung der Vereinigten Staaten von Amerika in ihrer Eigenschaft als Gemeinsame Befehlsstelle gemaeß der Entschließung des Sicherheitsrats der Vereinten Nationen vom 7. Juli 1950 den Oberbefehlshaber der Streitkraefte der Vereinten Nationen in Korea (im folgender als der "Befehlshaeber" bezeichnet) ernannt hat;

Da die Regierung der Bundesrepublik Deutschland den Wunsch hat, in Korea humanitaere Hilfe zu leisten, und daher die Entsendung eines Hospitals des Roten Kreuzes (im folgenden als das "Hospital" bezeichnet) mit Zivilpersonal nach Korea vorschlaegt;

Da Artikel 27 des Genfer Abkommens zur Verbesserung des Loses der Verwundeten und Kranken der Streitkraefte im Felde vom 12. August 1949 Bestimmungen enthaelt, welche die beiden Regierungen anzuwenden gewillt sind, um den humanitaeren Vorschlag der Bundesrepublik Deutschland zu verwirklichen;

Haben die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland diese Vereinbarung abgeschlossen.

Artikel I

1. Das Deutsche Rote Kreuz in der Bundesrepublik Deutschland als anerkannte nationale Hilfsgesellschaft stellt im Auftrage und mit Einwilligung der Regierung der Bundesrepublik Deutschland ein Hospital zur Verwendung im Zusammenhang mit den Maßnahmen der Vereinten Nationen in Korea zur Verfügung. Das Hospital stellt seine Einrichtung in dem von dem Befehlshaber fuer zweckmaessig erachteten Umfang fuer die Betreuung von Zivilpersonen zur Verfügung.

2. Die Regierung der Vereinigten Staaten von Amerika in ihrer Eigenschaft als Gemeinsame Befehlsstelle erteilt ihre Ermaechtigung zur Mitwirkung des Hospitals und ersucht den Generalsekretaer der Vereinten Nationen, der Gegenpartei die in Artikel 27 Absatz 2 Satz 2 des genannten Genfer Abkommens vorgesehene Notifizierung vorzunehmen.

Artikel II

1. Das Hospital wird der Kontrolle des Befehlshabers unterstellt. Sein interner Betrieb, seine interne Verwaltung und die Dienstaufsicht werden vorbehaltlich aller Anordnungen, Direktiven und Richtlinien des Befehlshabers dem Leiter des Hospitals uebertragen. Bei Einwendungen gegen diese Weisungen, Direktiven oder Richtlinien sind diese entgegenzunehmen und entsprechend auszufuehren, jedoch kann spaeter formell Einspruch erhoben werden.

2. Das deutsche Personal des Hospitals traegt die Dienstbekleidung des Personals des Deutschen Roten Kreuzes.

Artikel III

1. Die Regierung der Vereinigten Staaten von Amerika unterstuetzt das Hospital bei der Erfuellung seiner Aufgaben.

2. Die Regierung der Vereinigten Staaten von Amerika stellt dem Hospital die verfuegbaren Materialien, Versorgungs-gueter, Dienstleistungen und Erleichterungen, einschließlich des Transports nach und von Korea und solcher oertlichen Dienstleistungen, wie sie ueblicherweise von dem Befehlshaber entsprechenden Einheiten gewaehrt werden, zur Verfuegung, die das Hospital fuer seinen Betrieb benoetigt und die die Regierung der Bundesrepublik Deutschland nicht liefern kann.

3. Der Befehlshaber wendet bei dem Schutz und der Betreuung des Hospitals die gleichen Grundsaetze an, die er gegenueber entsprechenden, seiner Zuständigkei unterstehenden Einheiten anwendet, und zwar unter Beruecksichtigung der humanitaeren Aufgaben des Hospitals als Sanitaetseinheit einer anerkannten nationalen Hilfsgesellschaft.

4. Der Befehlshaber sorgt so weit wie moeglich fuer ungehinderte Verbindungen zwischen dem Hospital und den zustaeldigen deutschen Dienststellen.

Artikel IV

1. Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland fuehren Buch ueber die von der Regierung der Vereinigten Staaten von Amerika dem Hospital zur Verfuegung gestellten Materialien, Versorgungs-

gueter, Dienstleistungen und Erleichterungen.

2. Die Regierung der Bundesrepublik Deutschland erstattet der Regierung der Vereinigten Staaten von Amerika die Kosten fuer diese Materialien, Versorgungsgueter, Dienstleistungen und Erleichterungen in US-Dollar gegen Vorlage der Abrechnungen durch die Regierung der Vereinigten Staaten von Amerika. Die Lieferung von Materialien und Versorgungsgueter an das Hospital hat vor der Erstattung der Kosten keine Uebertragung des Eigentumsrechts zur Folge.

3. Die Regierungen der Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland werden technische und Verwaltungsabreden ueber die Bereitstellung von Materialien, Versorgungsgueter, Dienstleistungen und Erleichterungen sowie ueber die Verbuchung und Erstattung dieser Leistungen treffen.

4. Von der Regierung der Vereinigten Staaten von Amerika dem Hospital gelieferte klassifizierte, spezialisierte oder verknappte Gegenstaende werden nach Beendigung der im Rahmen dieser Vereinbarung geleisteten Taetigkeit des Hospitals auf Ersuchen zurueckgegeben und dem Konto des Hospitals gutgeschrieben. Wuenscht die Regierung der Bundesrepublik Deutschland von der Regierung der Vereinigten Staaten von Amerika gelieferte Materialien oder Versorgungsgueter nicht zu behalten, so koennen diese Materialien oder Versorgungsgueter der Regierung der Vereinigten Staaten von Amerika angeboten werden; im Falle der Annahme wird der von der Regierung der Vereinigten Staaten von Amerika bestimmte Restwert dem Konto des Hospitals gutgeschrieben.

5. Die Regelung von Verbindlichkeiten fuer Materialien, Versorgungsgueter, Dienstleistungen und Erleichterungen, die

das Hospital unmittelbar oder ueber den Befehlshaber von anderen Regierungen erhalten hat, ist zwischen der Regierung der Bundesrepublik Deutschland und den betreffenden anderen Regierungen zu behandeln.

Artikel V

Der Bedarf des Hospitals an koreanischen Zahlungsmitteln wird auf Grund von Regelungen befriedigt, die von dem Befehlshaber zu genehmigen sind, jedoch mit der Maßgabe, daß die Regelung aller Verbindlichkeiten der Regierung der Bundesrepublik Deutschland aus der Verwendung dieser Zahlungsmittel zwischen der Regierung der Bundesrepublik Deutschland und den zustaendigen Behoerden Koreas zu behandeln ist.

Artikel VI

1. Jede der Parteien dieser Vereinbarung verzichtet gegenueber der anderen Partei auf den Ersatz von Schaeden, die durch Verletzung oder Toetung von Angehoerigen ihres Personals oder durch Verlust, Beschaeidigung oder Zerstoerung ihres Eigentums oder des Eigentums ihres Personals durch Personal der anderen Partei in Korea verursacht werden. Im Sinne dieses Absatzes ist unter Personal der Regierung der Bundesrepublik Deutschland das Personal des Hospitals und unter Eigentum der Regierung der Bundesrepublik Deutschland auch das Eigentum des Deutschen Roten Kreuzes zu verstehen.

2. Forderungen anderer Regierungen oder ihrer Staatsangehoerigen gegen die Regierung oder Staatsangehoerige der Bundesrepublik Deutschland und umgekehrt sind zwischen der Regierung der Bundesrepublik Deutschland und der betreffenden anderen

Regierung oder deren Staatsangehoerigen zu regeln.

Artikel VII

Die Regierung der Vereinigten Staaten von Amerika wird dem Hospital jede verfuegbare Hilfe leisten, die in Zusammenhang mit der Beendigung seiner Taetigkeit und seiner Rueckfuehrung erforderlich sein koennte.

Artikel VIII

Diese Vereinbarung tritt mit dem Tage ihrer Unterzeichnung in Kraft und gilt fuer alle Materialien, Vereorgungsgueter, Dienstleistungen und Erleichterungen, die vor, an oder nach diesem Tage geliefert oder geleistet worden sind, fuer alle in Artikel VI erwahnten Forderungen, die vor, an oder nach diesem Tage entstanden sind, sowie fuer alle vor, an oder nach diesem Tage gemaeß Artikel IV getroffenen technischen und Verwaltungsabreden.

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

DONE at Washington, this twelfth day of February 1954, in duplicate in the English and German languages, each text being equally authentic.

ZU URKUND DESSEN haben die von ihren Regierungen ordnungsgemäß bevollmächtigten unterzeichneten diese Vereinbarung unterschrieben.

GESCHEHEN zu Washington am zwölften Februar 1954, in zweifacher Ausfertigung in englischer und deutscher Sprache, wobei der Wortlaut in beiden Sprachen gleichermaßen verbindlich ist.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FUER DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

WALTER BEDELL SMITH

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:
FUER DIE REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND:

D. HEINZ L KREKELER

TIAS 2925
Feb. 29 and
Apr. 9, 1952

EDUCATION

Cooperative Program in Panama Additional Financial Contributions

Agreement between the UNITED STATES OF AMERICA and PANAMA

- Effectuated by Exchange of Notes
Signed at Panamá February 29 and
April 9, 1952
- Entered into force April 9, 1952

*The American Chargé d'Affaires ad interim to the Panamanian
Minister for Foreign Affairs*

AMERICAN EMBASSY

NO. 69

Panamá, R. P., February 29, 1952

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments, effected by the exchange of notes signed at Panama City on September 22, 1950 and October 10, 1950 [¹] as supplemented, [²] providing for the continuation of the cooperative program of education in Panama until June 30, 1955 and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Interamericano de Educación (hereinafter called the "Servicio") for the period ending June 30, 1951. By a supplemental exchange of notes arrangements have been made for contributions by our respective Governments for the period July 1, 1951 through December 31, 1951. [²]

I am authorized by my Government to propose that the United States of America contribute, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, \$50,004 (fifty thousand and four dollars) to the Servicio for the period January 1, 1952 through June 30, 1952 on the condition that Your Excellency's Government will contribute B/.150,000 (one hundred fifty thousand balboas) during the same period. It is contemplated that these contributions shall be made in monthly installments for the period January 1, 1952 through June 30, 1952. The contributions herein provided are in addition to the contributions to the Servicio which our respective Governments have agreed to make in prior agreements. The contributions herein provided shall be made by the two governments subject to the terms of the education program agreement concluded by the Government of Panama and The Institute of Inter-American Affairs on October 12, 1950. [³] Contributions after June 30, 1952 will be the subject of subsequent arrangements between the appropriate authorities of our two Governments.

In addition to the contributions to the Servicio provided for herein, my Government agrees during the period July 1, 1951 through June 30, 1955 without regard to specific amounts and subject to the availability of funds beyond June 30, 1952 to make available, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, the funds necessary to pay the salaries and other ex-

^¹ Treaties and Other International Acts Series 2234; 2 UST 820.

^² TIAS 2372; 2 UST 2535.

^³ Not printed.

penses of the members of the Field Party of the Institute, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Servicio.

I shall appreciate receiving an expression from Your Excellency's Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

MURRAY M. WISE
Chargé d'Affaires, a.i.

His Excellency

Lic. IGNACIO MOLINO, Jr.,
Minister for Foreign Affairs.

*The Panamanian Minister for Foreign Affairs to the
American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

D. P. N° 442

PANAMÁ, 9 de Abril de 1952.

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la atenta nota de esa Embajada N° 69, de fecha 29 de Febrero del presente año en la cual el entonces Encargado de Negocios a. i. de los Estados Unidos de América en Panamá tuvo a bien exponer lo siguiente:

"EXCELENCIA:

Tengo el honor de referirme al acuerdo entre nuestros dos Gobiernos, de conformidad con el canje de notas firmadas en la ciudad de Panamá, fechadas 22 de septiembre de 1950 y 10 de octubre de 1950 como suplemento, que estipulan la continuación de un programa cooperativo de educación en Panamá hasta el 30 de junio de 1955, y especifican las contribuciones que deben hacer nuestros respectivos Gobiernos al Servicio Cooperativo Interamericano de Educación (que ahora en adelante se denominará el "Servicio") para el período que finaliza el 30 de junio de 1951. Por medio de un canje suplementario de notas se llegó a un arreglo sobre las contribuciones de nuestros respectivos Gobiernos para el período comprendido entre el 1 de julio de 1951 y el 31 de diciembre de 1951.

He sido autorizado por mi Gobierno para proponer que el Gobierno de los Estados Unidos de América contribuya, por intermedio del Instituto de Asuntos Interamericanos, Administración de la Cooperación Técnica, la suma de \$50,004 (cincuenta mil con cuatro dólares) al Servicio para el período comprendido entre el 1 de enero de 1952 al 30 de junio de 1952 con la condición de que el Gobierno de Vuestra Excelencia contribuya con la suma de B/150,000 (ciento cincuenta mil balboas) por el mismo período. Se espera que estas contribuciones se hagan en pagos mensuales durante el período comprendido entre el 1 de enero de 1952 y el 30 de junio de 1952. Las contribuciones aquí estipuladas son en adición a las contribuciones para el Servicio que han convenido nuestros respectivos Gobiernos en acuerdos anteriores. Las contribuciones aquí estipuladas serán hechas por los dos Gobiernos con sujeción a los términos del mencionado programa de educación convenido por el Gobierno de Panamá y el Instituto de Asuntos Interamericanos el 12 de octubre de 1950. Las contribuciones después del 30 de junio de 1952 serán motivo de acuerdos posteriores entre los representantes autorizados de nuestros dos Gobiernos.

Además de las contribuciones al Servicio aquí estipuladas, mi Gobierno acuerda durante el período comprendido entre el 1 de julio de 1951 y el 30 de junio de 1955, sin considerar sumas específicas y sujetas a la disponibilidad de fondos para el período siguiente al 30 de junio de 1952, poner a disposición, por intermedio del Instituto de Asuntos Interamericanos, Administración de la Cooperación Técnica, los fondos necesarios para el pago de sueldos y otros gastos de los empleados de la Misión Técnica del Instituto, lo mismo que otros gastos de naturaleza administrativa en que incurrirá el Gobierno de los Estados Unidos de América en conexión con este programa. Estos fondos deberán ser administrados por el Instituto y no serán depositados a favor del Servicio.

Agradeceré altamente se sirva informarme la decisión del Gobierno de Vuestra Excelencia sobre la aceptación de la proposición que antecede. El Gobierno de los Estados Unidos de América considerará la presente nota y vuestra respuesta concurrente como constitutivas de un acuerdo entre nuestros dos Gobiernos, que regirá a partir de la fecha de vuestra respuesta.

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

(Fdo) MURRAY M. WISE

Su Excelencia

Lic. IGNACIO MOLINO

Ministro de Relaciones Exteriores

En vista de lo antes expuesto, tengo a bien informarle, que el Gobierno de la República de Panamá acepta la proposición que aparece detallada en la nota del Encargado de Negocios Señor Murray M. Wise, de conformidad con las sugerencias en ella descritas y considera esa nota y esta respuesta, como constitutiva de un acuerdo entre nuestros dos Gobiernos, el cual empezará a regir desde esta fecha.

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

IGNACIO MOLINO
Ignacio Molino,
Ministro de Relaciones Exteriores.

Su Excelencia

JOHN C. WILEY

*Embajador de los Estados Unidos de América
Presente.-*

Translation

MINISTRY OF FOREIGN AFFAIRS

D. P. No. 442

PANAMÁ, April 9, 1952.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your Embassy's courteous note No. 69 of February 29 of this year, in which the then Chargé d'Affaires ad interim of the United States of America in Panama wrote as follows:

[For the English language text of the note, see *ante*, p. 337.]

In view of the foregoing, I wish to inform Your Excellency that the Government of the Republic of Panama agrees to the proposal set forth in the note of the Chargé d'Affaires, Mr. Murray M. Wise, and, as suggested therein, regards that note and this reply as constituting an agreement between our two Governments, which shall enter into force today.

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

IGNACIO MOLINO
Ignacio Molino,
Minister for Foreign Affairs.

His Excellency

JOHN C. WILEY,

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

OIL SHALE STUDY IN BRAZIL

TIAS 2926
Aug. 8, 11, and
Oct. 31, 1953

Agreement between the UNITED STATES OF AMERICA and BRAZIL

Modifying and Extending Agreement of August 16, 1950, as Modified and Extended

- Effectuated by Exchange of Notes
Signed at Rio de Janeiro August 8 and 11,
and October 31, 1953
- Entered into force October 31, 1953;
operative retroactively July 1, 1953

*The Brazilian Minister of State to the American Chargé d'Affaires
ad interim*

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

DE/DAI/434/563.74

Em 8 de agosto de 1953.

SENHOR ENCARREGADO DE NEGÓCIOS,

Tenho a honra de referir-me à nota nº DE/DAI/372/563.74, de 27 de junho de 1952, do Ministério das Relações Exteriores, e à de nº 74, de 20 de agosto do mesmo ano, dessa Embaixada, pelas quais foi prorrogado, pelo espaço de 18 meses, a contar de 16 de fevereiro de 1952, o ajuste entre o Conselho Nacional do Petróleo e o "Bureau of Mines" para a prospecção das jazidas brasileiras de xisto piro-betuminoso.

2. Em virtude de ainda não estarem concluídos os trabalhos que constituíram o objetivo da celebração do referido ajuste, e a fim de não interromper a marcha dos estudos e experiências já realizadas, seria de todo o interesse que fosse mais uma vez aplicada a parte final da cláusula IX do ajuste, que permite a prorrogação do mesmo mediante entendimento formal entre as partes.
3. O Conselho Nacional do Petróleo propõe que essa prorrogação se efetue pelo período de um ano, a partir de 1º de julho de 1953, com as seguintes emendas, referentes ao texto em inglês do acôrdo:

- a) à antepenúltima frase do parágrafo 2 (que termina em: "estimativa do custo de mineração numa área determinada"), acrescentar: "e tantos engenheiros quantos forem necessários à assistência a curto prazo para iniciar trabalhos experimentais no Brasil".
- b) Ao final do parágrafo 2, acrescentar: "O Bureau providenciará, ainda, os meios de trabalho e pessoal técnico adequados, de qualquer dos seus laboratórios experimentais de campo nos Estados Unidos da América, para a investigação do problema relativo ao processamento industrial do xisto betuminoso brasileiro, dentro das limitações impostas pela capacidade administrativa e de pessoal do Bureau e consoante acôrdo mútuo dos representantes do Bureau e do Conselho. O Bureau fiscalizará essas investigações, designará, do seu quadro de pessoal, tantos funcionários quantos se tornarem necessários,

providenciará local para escritório e laboratório em seus laboratórios experimentais, e fornecerá todo o equipamento disponível que fôr necessário para as investigações. Essas investigações poderão incluir, sem entretanto ficarem a isso restritas, ensaios experimentais com o xisto betuminoso brasileiro em Rifle e Denver, Colorado, e determinação dos dados necessários em Laramie, Wyoming. O Bureau aceitará, como observadores e assistentes, nessas investigações, os engenheiros que para tal fim forem designados pelo Conselho Nacional do Petróleo, com a aprovação do Bureau".

- c) à primeira frase do parágrafo 4, acrescentar "e quaisquer despesas ocorridas em virtude das investigações decorrentes deste acôrdo, nos Estados Unidos da América, inclusive: salários, ordenados, viagens e outras despesas com o pessoal do Bureau designado para tal serviço enquanto durar o mesmo; custo de materiais, inclusive os de consumo; compra e reparo de equipamento, e despesas administrativas e correlatas".
- d) no fim da segunda frase do parágrafo 4, modificar o total estimado da quantia adicional, de "não deverá exceder cinquenta mil dólares (US\$50.000,00)" para "não deverá exceder cem mil dólares US\$100.000,00)".
- e) após a quarta frase do parágrafo 4, conforme emendada quando da renovação do acôrdo em 1952, acrescentar a seguinte frase: "O Bureau efetuará saques da conta em dólares nos Estados Unidos da América para pagar tôdas as despesas ocorridas nos Estados Unidos da América e mencionadas neste ajuste".

4. Muito agradeceria, pois, a Vossa Senhoria, o obséquio de me informar se o Govêrno dos Estados Unidos da América concorda com o Govêrno dos Estados Unidos do Brasil, no sentido de ser o ajuste em aprêço renovado pelo período de um ano, e, em caso afirmativo, se aceita as emendas acima propostas.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos de minha mui distinta consideração.

Em nome do Ministro de Estado:
M DE PIMENTEL BRANDÃO

Ao Senhor WALTER WALMSLEY,
Encarregado de Negócios
dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

DE/DAI/431/563.74

August 8, 1953.

MR. CHARGÉ D'AFFAIRES,

I have the honor to refer to note No. DE/DAI/372/563.74, of June 27, 1952, from the Ministry of Foreign Affairs, and to note No. 74 of August 20 of the same year from your Embassy, [¹] whereby the agreement between the National Petroleum Council and the Bureau of Mines on prospecting for Brazilian deposits of oil shale [²] was extended for a period of eighteen months from February 16, 1952.

2. In as much as the work for which the aforesaid agreement was concluded has not yet been finished, and in order not to interrupt the progress of the studies and experiments made to date, it would be highly important to apply once more the last part of provision IX of the agreement, which permits extension of the agreement through formal understanding between the parties.

3. The National Petroleum Council proposes that this extension be for a period of one year beginning July 1, 1953, with the following changes in the English text of the agreement:

[For the changes as contained herein, see *post*, p. 345.]

4. Accordingly, I shall appreciate it if you will be good enough to inform me whether the Government of the United States of America concurs with the Government of the United States of Brazil that the agreement in question is renewed for a period of one year, and, if it does, whether it accepts the changes proposed above.

I avail myself of the opportunity to renew to you, Sir, the assurances of my most distinguished consideration.

For the Minister of State:

M DE PIMENTEL BRANDÃO

Mr. WALTER WALMSLEY,
*Chargeé d'Affaires of the
United States of America.*

¹ Treaties and Other International Acts Series 2706.

² See TIAS 2296; 2 UST 1554.

*The American Chargé d'Affaires ad interim to the Brazilian Minister
for Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
Rio de Janeiro, Brazil, August 11, 1953

No. 37

EXCELLENCY:

In reference to Your Excellency's note No. DE/DAI/434/563.74, dated August 8, 1953, proposing a further extension of the agreement between the National Petroleum Council and the U.S. Bureau of Mines for technical cooperation on the prospecting and exploration of Brazilian oil shale, I have the honor to inform Your Excellency that the Bureau of Mines agrees to accept the continuation of this cooperation for an additional year, beginning July 1, 1953, with the following amendments in the English version of the subject agreement:

- 1) To the antepenultimate sentence of numbered paragraph 2 in the English version of the subject agreement (ending ". . . the cost of mining in a specified area.") add: "and such engineers as may be required for short-term assistance in starting experimental work in Brazil."
- 2) To the end of numbered paragraph 2 add: "The Bureau also will make available the facilities and technical personnel of such of its field research stations in the United States as will be appropriate to investigation of the problems relating to the industrial processing of Brazilian oil shale, within the limitations imposed by the administrative and personnel capacities of the Bureau, and as mutually agreed upon between the representatives of the Bureau and the Council. The Bureau will supervise these investigations, assign from its force such personnel as may be necessary, furnish office and laboratory space at its stations, and supply such equipment as is available for and needed in the investigations. These investigations may include but will not necessarily be restricted to test runs of Brazilian oil shale at Rifle and Denver, Colorado, and determination of required data at Laramie, Wyoming. The Bureau will accept as observers and assistants in the subject investigations such engineers as may be assigned by the National Petroleum Council with Bureau approval."
- 3) To the first sentence of numbered paragraph 4 add: "and any expenses incurred in connection with the investigations covered under this contract, including salaries, wages, travel, and other expenses of Bureau personnel within the United States while so employed, the cost of materials and supplies, purchase and

repair of equipment, and administrative and other incidental expenses."

- 4) At the end of the second sentence of numbered paragraph 4, change the estimated total aggregate sum from "not to exceed fifty thousand dollars (\$50,000)" to "not to exceed one hundred thousand dollars (\$100,000)".
- 5) Following the fourth sentence of paragraph 4, as amended by exchange of notes between the Ambassador (note No. 541 of May 14, 1952) and the Minister of Foreign Affairs (note No. DE/DAI/372/563.74 of June 27, 1952), insert the following sentence: "The dollar account in the United States shall also be drawn upon by the Bureau to pay all expenses incurred within the United States as specified elsewhere in this contract."

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

WALTER N. WALMSLEY, Jr.

His Excellency

Dr. VICENTE RÁO,
Minister for Foreign Affairs.

The Brazilian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

DE/DAI/COI/592/563.74

Em 31 de outubro de 1953

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota nº 37, de 11 de agosto último, pela qual Vossa Excelência informou o Ministério das Relações Exteriores de que o "Bureau of Mines", do Departamento do Interior dos Estados Unidos da América, concorda em que seja renovado, com o Conselho Nacional do Petróleo, o Acordo para a prospecção das jazidas nacionais de xisto piro-betuminoso, com as emendas propostas pelo órgão brasileiro.

2. Em resposta, comunico a Vossa Excelência que a tradução para o inglês das aludidas emendas, constante da supramencionada nota, foi aprovada pelas autoridades competentes brasileiras.

3. Nessas condições, a referida nota de Vossa Excelência, datada de 11 de agosto de 1953, e a presente nota constituirão um entendimento formal entre as duas Partes, para modificar, nos termos aprovados por ambas as Partes, o Acordo original entre o Conselho Nacional do

Petróleo e o "Bureau of Mines" e prorrogá-lo pelo período de um ano, a partir de 1º de julho de 1953.

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

VICENTE RÁO

A Sua Excelência o Senhor JAMES S. KEMPER,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

October 31, 1953

DE/DAI/COI/592/563.74

MR. AMBASSADOR,

I have the honor to acknowledge receipt of note No. 37 of August 11, 1953, in which Your Excellency informed the Ministry of Foreign Affairs that the Bureau of Mines of the Department of the Interior of the United States of America agrees to the extension of the Agreement with the Conselho Nacional do Petróleo for the prospecting of the national deposits of pyrobituminous shale, with the amendments proposed by the Brazilian agency.

2. In reply, I inform Your Excellency that the translation into English of the aforementioned amendments, contained in the above-mentioned note, has been approved by the competent Brazilian authorities.

3. Under these conditions, Your Excellency's aforementioned note, dated August 11, 1953, and the present note will constitute a formal understanding between the two Parties to amend, in the terms approved by both Parties, the original agreement between the Conselho Nacional do Petróleo and the Bureau of Mines and will extend it for a period of one year from July 1, 1953.

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

VICENTE RÁO

His Excellency

JAMES S. KEMPER,
*Ambassador of the
United States of America.*

TIAS 2927
Sept. 17, 1952 **LOAN TO PAKISTAN FOR
EMERGENCY WHEAT PURCHASE**

**Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN**

- Effectuated by Exchange of Notes
Dated at Washington September 17, 1952
- Entered into force September 17, 1952

The Secretary of State to the Pakistani Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Pakistan and has the honor to refer to the request of the Government of Pakistan for assistance in furnishing wheat to Pakistan to meet the emergency need which has arisen as a result of this year's drought.

Recognizing the danger of famine and unrest inherent in the present grave emergency confronting the people of Pakistan, the Government of the United States is prepared to assist the Government of Pakistan to obtain wheat, which is vital to the maintenance of internal stability in Pakistan and its capacity to develop its resources in the interest of Pakistan's security and independence. For this purpose the Government of the United States is prepared to provide assistance to the Government of Pakistan on credit terms, for the purchase of wheat in the United States, in a sum not to exceed \$15,000,000.

Such assistance will be made available in accordance with the following understandings:

(a) A line of credit will be established at the Export-Import Bank in the amount of \$15,000,000 to assist the Government of Pakistan in financing the acquisition of wheat. The line of credit shall expire on December 31, 1952, except as to amounts theretofore disbursed or amounts approved by the Government of the United States as being theretofore committed.

(b) The Government of Pakistan will execute in favor of the Export-Import Bank a promissory note and loan agreement in the forms attached as Exhibits A and B respectively.

(c) Procurement and shipment of the wheat will be arranged by the Embassy of the Government of Pakistan or by agencies of the Government of the United States as may be mutually agreeable, and in accordance with procedures to be established by the United States Technical Cooperation Administration after consultation with the Government of Pakistan.

(d) Unless otherwise agreed, all expenses relating to ocean transport and distribution of the wheat will be paid by the Government of Pakistan out of funds other than those made available hereunder.

(e) Procurement of the wheat will be subject to any certification, priority, allocation, permit, or license which may be required under existing or future laws of the United States or any existing or future regulations of any agency or Department thereof.

(f) The Government of Pakistan will keep the Government of the United States informed concerning arrivals and distribution of the aforementioned wheat and the procedures for distribution.

(g) The Government of Pakistan agrees to give full publicity to the conclusion of this agreement with the Government of the United States and to the arrivals and distribution of the wheat.

(h) The Government of Pakistan will continue to exert diligent efforts to obtain maximum procurement of food grains from domestic and other friendly sources.

(i) To assist in carrying out this agreement, it is contemplated that one or two technicians will be attached to the staff of the United States Director of Technical Cooperation for Pakistan.

(j) The assistance to be provided hereunder is subject to the provisions of the Mutual Security Act of 1951, as amended, [¹] and all other applicable provisions of the laws of the United States.

If the foregoing understandings are satisfactory to the Government of Pakistan, it is respectfully suggested that the Government of Pakistan so indicate in an appropriate reply, in which case the Government of the United States will initiate such steps as may be necessary to open the line of credit and establish the necessary procedures for procurement of the wheat.

D K [²]

Enclosures: [³]

1. Promissory note
2. Loan agreement

DEPARTMENT OF STATE,

Washington, September 17, 1952.

The Pakistani Ambassador to the Secretary of State

The Ambassador of Pakistan presents his compliments to the Secretary of State and has the honor to refer to his note of 17th September, 1952, which states the following understandings in connection with the providing of wheat to the Government of Pakistan on credit terms in an amount not to exceed \$15,000,000:

“The Secretary of State presents his compliments to His Excellency the Ambassador of Pakistan and has the honor to refer to the request of the Government of Pakistan for assistance in furnishing wheat to

¹ 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

² Donald Kennedy.

³ Not printed.

Pakistan to meet the emergency need which has arisen as a result of this year's drought.

"Recognizing the danger of famine and unrest inherent in the present grave emergency confronting the people of Pakistan, the Government of the United States is prepared to assist the Government of Pakistan to obtain wheat, which is vital to the maintenance of internal stability in Pakistan and its capacity to develop its resources in the interest of Pakistan's security and independence. For this purpose the Government of the United States is prepared to provide assistance to the Government of Pakistan on credit terms, for the purchase of wheat in the United States, in a sum not to exceed \$15,000,000.

"Such assistance will be made available in accordance with the following understandings:

"(a) A line of credit will be established at the Export-Import Bank in the amount of \$15,000,000 to assist the Government of Pakistan in financing the acquisition of wheat. The line of credit shall expire on December 31, 1952, except as to amounts theretofore disbursed or amounts approved by the Government of the United States as being theretofore committed.

"(b) The Government of Pakistan will execute in favor of the Export-Import Bank a promissory note and loan agreement in the forms attached as Exhibits A and B respectively.

"(c) Procurement and shipment of the wheat will be arranged by the Embassy of the Government of Pakistan or by agencies of the Government of the United States as may be mutually agreeable, and in accordance with procedures to be established by the United States Technical Cooperation Administration after consultation with the Government of Pakistan.

"(d) Unless otherwise agreed, all expenses relating to ocean transport and distribution of the wheat will be paid by the Government of Pakistan out of funds other than those made available hereunder.

"(e) Procurement of the wheat will be subject to any certification, priority, allocation, permit, or license which may be required under existing or future laws of the United States or any existing or future regulations of any agency or Department thereof.

"(f) The Government of Pakistan will keep the Government of the United States informed concerning arrivals and distribution of the aforementioned wheat and the procedures for distribution.

"(g) The Government of Pakistan agrees to give full publicity to the conclusion of this agreement with the Government of the United States and to the arrivals and distribution of the wheat.

"(h) The Government of Pakistan will continue to exert diligent efforts to obtain maximum procurement of food grains from domestic and other friendly sources.

"(i) To assist in carrying out this Agreement, it is contemplated that one or two technicians will be attached to the staff of the United States Director of Technical Cooperation for Pakistan.

"(j) The assistance to be provided hereunder is subject to the provisions of the Mutual Security Act of 1951, as amended, and all other applicable provisions of the laws of the United States.

"If the foregoing understandings are satisfactory to the Government of Pakistan, it is respectfully suggested that the Government of Pakistan so indicate in an appropriate reply, in which case the Government of the United States will initiate such steps as may be necessary to open the line of credit and establish the necessary procedures for procurement of the wheat."

The understandings stated above are acceptable to the Government of Pakistan. It is the Government of Pakistan's intention to devote the proceeds derived from the distribution and sale of wheat under this Agreement to the economic development of Pakistan.

M.D. ALI

THE SECRETARY OF STATE,
Department of State,
Washington, D. C.

The Embassy of Pakistan,
Washington, D. C.

17th September, 1952

MEXICAN AGRICULTURAL WORKERS TIAS 2928
Dec. 30, 31,
1953

**Agreement between the
UNITED STATES OF AMERICA
and MEXICO**

**Provisionally Extending Agreement
of August 11, 1951, as Amended**

- Effectuated by Exchange of Notes
Signed at Washington December 30 and 31,
1953
- Entered into force December 31, 1953

The Ambassador of Mexico to the Secretary of State

EMBAJADA DE MEXICO

5847

WASHINGTON, D. C., 30 de diciembre de 1953.

SEÑOR SECRETARIO:

Tengo la honra de referirme a las conversaciones que, por iniciativa del Gobierno de los Estados Unidos de América, se han venido celebrando en México entre el Excelentísimo señor Embajador Francis White y el titular y otros altos funcionarios de la Secretaría de Relaciones Exteriores acerca del "Acuerdo sobre trabajadores agrícolas migratorios" del 11 de agosto de 1951 (reformado el 19 de mayo de 1952) que expirará el 31 de diciembre del presente año.

Como se ha informado al Excelentísimo señor Embajador White y como tuve el agrado de comunicarlo a los funcionarios del Gobierno de los Estados Unidos en las conversaciones que, sobre el particular, celebramos en esta Embajada, el Gobierno de México considera que este Acuerdo es satisfactorio y tiene entendido que el de Vuestra Excelencia comparte esta misma opinión.

Por lo que respecta a las diferencias de interpretación sobre ciertos artículos del Acuerdo, que han motivado las conversaciones celebradas en México e incidentalmente en esta ciudad, deseo dejar constancia de que si el Gobierno de los Estados Unidos está conforme en ello el de México también lo está en que el Acuerdo siga provisionalmente en vigor hasta que las conversaciones conduzcan—dentro de los sentimientos de sincera y leal amistad que existen entre las dos Repúblicas—a una concordancia de opiniones respecto a los puntos que han sido objeto de cambios de impresiones o hasta que una de las Partes comunique a la otra su deseo de darlo por terminado.

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

MANUEL TELLO.

Embajador

Excelentísimo señor JOHN FOSTER DULLES,
Secretario de Estado,
Washington, D. C.

Translation

EMBASSY OF MEXICO

5847

WASHINGTON, D. C., December 30, 1953.

MR. SECRETARY:

I have the honor to refer to the conversations which, at the instance of the Government of the United States of America, have been taking place in Mexico between His Excellency Ambassador Francis White and the Secretary and other high officials of the Department of Foreign Relations, on the subject of the "Agreement on Migrant Agricultural Workers" of August 11, 1951 [¹] (as amended May 19, 1952), [²] which will expire on December 31 of this year.

As Ambassador White has been informed, and as I had the pleasure of communicating to officials of the United States Government in the conversations which we had on this subject in this Embassy, the Government of Mexico considers this Agreement to be satisfactory and it understands that Your Excellency's Government holds the same opinion.

With respect to the differences of interpretation of certain articles of the Agreement, which gave rise to the conversations held in Mexico and in this city, I wish to state that if the Government of the United States is agreeable, the Government of Mexico is willing to have the Agreement continue in force provisionally until such time as the conversations lead, in the spirit of sincere and loyal friendship that exists between the two Republics, to a concordance of opinions on the points that have been the subject of exchanges of views, or until one of the parties informs the other of its desire to terminate the Agreement.

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

MANUEL TFLLO
Ambassador

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Washington, D. C.

¹ Treaties and Other International Acts Series 2331; 2 UST 1940.

² TIAS 2586; 3 UST, pt. 3, p. 4341.

The Secretary of State to the Ambassador of Mexico

DEPARTMENT OF STATE

WASHINGTON

December 31, 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 5847 of December 30, 1953 concerning the Migrant Labor Agreement of 1951 which expires today. Your Excellency suggests that the Agreement be continued provisionally in effect until the conversations now under way on this subject result in an understanding or until one of the parties communicates to the other its desire to terminate it. Your Excellency adds that the Government of Mexico considers this Agreement satisfactory and understands the United States Government shares this opinion.

The United States Government agrees with the Government of Mexico that the general form and direction of the present Migrant Labor Agreement are suitable. It also is convinced that the appropriate way to control the migrant movement between the two countries is by friendly mutual effort. The United States Government does not, however, consider that the Agreement in its present method of operation fulfills the objectives for which both Governments are striving. Not only have innumerable operational obstacles to the steady flow of workers to farms unhappily arisen, but the benefits of the Agreement have not been available to the large majority of Mexican migrant workers who have entered the United States.

My Government, therefore, believes that if the migrant movement is to be controlled by mutual agreement, understanding between the two Governments is urgently required on matters of interpretation and other improvements which will make the Agreement procedure more attractive and acceptable to both workers and employers.

The United States Government is gravely concerned at continued invasion of its borders by hundreds of thousands of illegal migrants. In the early future, a workable procedure must be available to control this movement, which will soon increase in volume with the seasonal increase in agricultural operations in the western and southwestern parts of the United States. Because of this urgent need, the United States Government must be prepared by January 15, 1954 to take appropriate measures.

Conversations between Ambassador White and officials of the Mexican Foreign Office have now been in progress for two months. If agreement is at all possible, I am confident it can be reached within a short time. In the belief that early agreement is possible and with a desire to avoid any interruption in the cooperative arrangements which

have existed between our two Governments on this subject, the United States Government accepts with pleasure the invitation of the Mexican Government to extend the validity of the current Migrant Labor Agreement, and agrees to such extension through January 15, 1954.

In this connection, I refer to note No. 20189 of November 17, 1953 which His Excellency the Minister of Foreign Affairs addressed to the American Ambassador in Mexico City.^[1] The United States Government understands that the arrangement for suspension of the application of the third sentence of Article 26 of the Agreement is now continued through January 15, 1954, with all contracts or extensions entered into in the interim expiring no later than February 26, 1954.

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

For the Secretary of State:

JOHN M. CABOT

His Excellency

Señor Don MANUEL TELLO,
Ambassador of Mexico.

¹ Not printed.

TIAS 2929
Sept. 9, 1953,
and Mar. 15,
1954

AIR FORCE MISSION TO CHILE

Agreement between the
UNITED STATES OF AMERICA
and **CHILE**

**Extending and Amending Agreement
of February 15, 1951**

- Effectuated by Exchange of Notes
Signed at Washington September 9,
1953, and March 15, 1954
- Entered into force March 15, 1954;
operative retroactively February 15, 1954

The Chilean Ambassador to the Secretary of State

EMBAJADA DE CHILE

WASHINGTON

Nº 1384-176

Septiembre 9, 1953.

EXCELENCIA:

De acuerdo con lo estipulado en los Arts. 2 y 3 del Convenio sobre la Misión de la Fuerza Aérea de Estados Unidos de América en la República de Chile, suscrito en Washington el 15 de Febrero de 1951, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno desearía prorrogar por un nuevo período de tres años la vigencia de tal Convenio.

Al propio tiempo, mi Gobierno desearía complementar el Art. 8º del Convenio a fin de dejar claramente establecida la subordinación y responsabilidad a que están sujetos los miembros de la Misión, según que se trate del desempeño de sus funciones como tales, o cuando actúen en representación de Estados Unidos de América en comisiones relacionadas con la cooperación militar o la defensa del Hemisferio, o con la ejecución del Convenio de Ayuda Militar entre los Gobiernos de Chile y de Estados Unidos de América. A este efecto, mi Gobierno propone agregar el siguiente inciso al actual Art. 8º del Convenio:

"Art. 8º

"Sin perjuicio de lo anterior, los miembros de la Misión podrán representar a los Estados Unidos de América en cualquier comisión o en cualquiera otra capacidad que se relacione con la cooperación militar a la defensa del hemisferio, o con la ejecución del Convenio de Ayuda Militar entre los Gobiernos de Chile y de los Estados Unidos de América. En el desempeño de las actividades a que se refiere este inciso, los miembros de la Misión actuarán bajo la dirección del Jefe de la Misión Diplomática de Estados Unidos de América y serán responsables ante éste".

Mucho agradeceré a Vuestra Excelencia que tenga a bien comunicarme si la prórroga por un período de tres años, a partir del 15 de Febrero de 1954, del Convenio sobre la Misión de la Fuerza Aérea de Estados Unidos de América en la República de Chile, con el agregado al Art. 8º del inciso sugerido, son del agrado del Gobierno de Vuestra Excelencia.

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

A. JARA

Anibal Jara
Embajador de Chile

Al Excelentísimo Señor JOHN FOSTER DULLES,
Secretario de Estado de los Estados Unidos de América,
Departamento de Estado,
Washington, D. C.

Translation

EMBASSY OF CHILE
WASHINGTON

No. 1364-176

September 9, 1953.

EXCELLENCY:

In accordance with the provisions of articles 2 and 3 of the Agreement Regarding the Air Force Mission of the United States of America to Chile, signed in Washington on February 15, 1951,[¹] I have the honor to inform Your Excellency that my Government wishes to extend the life of the agreement for an additional period of three years.

At the same time, my Government would like to supplement article 8 of the agreement in order to establish clearly the subordination and responsibility of the members of the Mission, whether in the performance of their duties as such, or when acting as representatives of the United States of America on missions relating to military cooperation or hemispheric defense, or in the execution of the Military Assistance Agreement between the Governments of Chile and the United States of America.[²] To this end my Government proposes the addition of the following clause to the present article 8 of the agreement:

"Art. 8

"Without prejudice to the foregoing, the members of the Mission may represent the United States of America on any mission or in any other capacity relating to military cooperation in defense of the hemisphere, or to the execution of the Military Assistance Agreement between the Governments of Chile and the United States of America. In carrying out the activities to which this paragraph refers, the mem-

¹ Treaties and Other International Acts Series 2201; 2 UST 522. See also TIAS 2729; 3 UST, pt. 4, p. 5291.

² TIAS 2703; 3 UST, pt. 4, p. 5123.

bers of the Mission shall act under the direction of the Chief of the Diplomatic Mission of the United States of America and shall be responsible to him".

I should be grateful if Your Excellency would be good enough to inform me whether the extension for a period of three years, from February 15, 1954, of the Agreement Regarding the Air Force Mission of the United States of America to the Republic of Chile, with the addition of the suggested clause to article 8, is agreeable to Your Excellency's Government.

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

A. JARA

Anibal Jara
Ambassador of Chile

His Excellency

JOHN FOSTER DULLES,
*Secretary of State of the
United States of America,
Department of State,
Washington, D. C.*

The Acting Secretary of State to the Chilean Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 15 1954

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 1364-175 [¹] of September 9, 1953 in which you express the desire of your Government to amend the Air Force Mission Agreement between the Governments of the Republic of Chile and of the United States of America signed at Washington on February 15, 1951 by adding an additional clause to Article 8 thereof and, as thus amended, to extend the Agreement for a period of three years effective as of February 15, 1954.

I am pleased to inform Your Excellency that the Government of the United States of America agrees to the suggested amendment to Article 8 of the Agreement and to the proposed extension of the Air Force Mission Agreement for a period of three years effective as of February 15, 1954.

¹Should read "No. 1364-176."

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

For the Acting Secretary of State:

ROBERT F. WOODWARD

His Excellency

Señor ANIBAL JARA,
Ambassador of Chile.

PASSPORT VISA FEES

TIAS 2930
May 21, Aug.
12, 26, Sept. 18,
1952

Agreement between the
UNITED STATES OF AMERICA
and **JAPAN**

- Effectuated by Exchanges of Memoranda
and Notes
Dated at Tokyo May 21, August 12 and 26,
and September 18, 1952
- Entered into force September 18, 1952

The American Embassy to the Japanese Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
MEMORANDUM

The Embassy of the United States of America transmits to the Ministry of Foreign Affairs as of possible interest a list of countries and areas for whose nationals, and in some cases, residents, nonimmigrant passport visa fees have been reduced or abolished on reciprocal basis by agreement between the United States and the countries listed.

If the Japanese Government is prepared to waive or reduce to an amount less than \$10.00 the fee for a visa to permit an American citizen in possession of a valid American passport to apply for admission into Japanese territory for a temporary stay, the Government of the United States is prepared to waive or reduce on a reciprocal basis fees for the granting of nonimmigrant passport visas to eligible Japanese citizens who are in possession of valid Japanese passports and who are bona fide nonimmigrants within the meaning of United States law.

The normal validity of a nonimmigrant passport visa granted to an alien is twelve months and generally such a visa is valid for any number of applications for admission within the period of validity of the visa, provided the passport of the bearer remains valid during the period of validity of the visa.

The period of validity of a nonimmigrant passport visa relates only to the period within which it may be used in connection with an application at a port of entry for admission into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer after he is admitted. The period of stay granted an alien is determined by the Immigration authorities at the time the alien is admitted.

RM

Enclosure:

List of Passport Visa Fees

TOKYO, May 21, 1952

MAY 21, 1952

Reference: Visa Circular 101, unless otherwise indicated.

PASSPORT VISA FEES

List of countries and areas for whose nationals, and in some cases, residents, nonimmigrant passport visa fees have been reduced or abolished.

<i>Country</i>	<i>Fee</i>	<i>Remarks</i>	<i>Ref.</i>
Argentina	Gratis		
Australia	Gratis		VC 147
Austria	Gratis	3(2)s valid <u>24</u> months	
Bahama Islands	Gratis	3(2)s valid <u>24</u> months	
Barbados	Gratis	3(2)s valid <u>24</u> months	
Belgium (Not including Belgian Congo)	Gratis	3(2)s valid <u>24</u> months	
Bermuda	Gratis	3(2)s valid <u>24</u> months	
Brazil	Gratis	Applies only to citizens domiciled in Brazil	
Canada	Gratis	3(2)s valid <u>24</u> months	
Chile	\$1.75		VC 253
	Gratis	Single entry	
	Gratis	3(2)s valid <u>24</u> months for PLEASURE	
China	\$2.50		
Columbia	Gratis	Valid for single entry within 60 days	VC 274
Costa Rica	Gratis		
Cuba	Gratis	3(2)s valid <u>24</u> months	
Denmark	Gratis	3(2)s valid <u>24</u> months	
Dominican Republic	Gratis	3(2)s valid <u>24</u> months	VC 170
Ecuador	Gratis		
Egypt	\$2.00		
El Salvador	Gratis	3(2)s valid <u>24</u> months	
Finland	Gratis		
France:			
3(2)	\$3.50	Valid <u>12</u> months	
3(2)	\$6.75	Valid <u>24</u> months	
3(3) Visa	\$2.25	One journey	

(French nationals resident in Metropolitan France, Andorra, Algeria, Morocco, Guadeloupe, Martinique, Guiana, Reunion, Tunisia, and Territory of the Saar, and French members of delegations representing war-veteran organizations temporarily visiting the US will be granted GRATIS nonimmigrant passport visas, and such French nationals who are proceeding to the United States as temporary visitors within the meaning of Section 3(2), may be granted nonimmigrant passport visas valid for 24 months. All other French nationals are subject to the prescribed fee. French nationals not entitled to gratis passport visas are also not entitled to Transit Certificates (which are always gratis).)

PASSPORT VISA FEES**May 21, 1952**

<i>Country</i>	<i>Fee</i>	<i>Remarks</i>	<i>Ref.</i>
Great Britain	\$2.00	Reduction applies to all holders of British passports not otherwise exempt from payment of fees. See United Kingdom below.	
Greece	\$5.00	3(2)s valid <u>24</u> months No TRANSIT CERTIFICATES PERMITTED	VC 211
Guatemala	Gratis		
Guiana (British)	Gratis	3(2)s valid <u>24</u> months	
Haiti	Gratis	3(2)s valid <u>24</u> months	VC 165
Honduras	Gratis		
Honduras (British)	Gratis	3(2)s valid <u>24</u> months	
Iceland	Gratis	3(2)s valid <u>24</u> months	
India	\$2.00		
Iran	Gratis		
Iraq	\$2.00		
Ireland	Gratis	3(2)s valid <u>24</u> months	
Italy	Gratis	3(2)s valid <u>24</u> months	
Jamaica	Gratis	3(2)s valid <u>24</u> months	
Leeward Ids. BWI	Gratis	3(2)s valid <u>24</u> months	
Liberia	Gratis	3(2)s valid <u>24</u> months	
Liechtenstein	Gratis	3(2)s valid <u>24</u> months	
Luxembourg	Gratis	3(2)s valid <u>24</u> months	
Malta (Resident British subjects only)	Gratis	3(2)s valid <u>24</u> months	VC 136
Mexico		See Visa Circular 199	
Miquelon:			
3(2)	\$3.50	Valid <u>12</u> months	
3(2)	\$6.75	Valid <u>24</u> months	
3(3) Visa	\$2.25	Valid for one journey (See Remarks under "French")	
Monaco	Gratis	3(2)s valid <u>24</u> months	
Morocco (French)	Gratis	3(2)s valid <u>24</u> months	
Netherlands	Gratis	3(2)s valid <u>24</u> months	
Netherlands East Indies	Gratis		
Netherlands West Indies	Gratis	3(2)s valid <u>24</u> months	
New Zealand	\$2.00	3(2)s valid <u>24</u> months	

PASSPORT VISA FEES

May 21, 1952

<i>Country</i>	<i>Fee</i>	<i>Remarks</i>	<i>Ref.</i>
Nicaragua	Gratis		
Norway	Gratis	3(2)s valid <u>24</u> months	
Pakistan	\$2.00		VC 124
Panama	Gratis	3(2)s valid <u>24</u> months	
Peru	Gratis		
Portugal (Citizen-residents of continental Portugal and Madeira)	Gratis	3(2)s valid <u>24</u> months	VC 183/239
Siam	Gratis	3(2)s valid <u>24</u> months	
Southern Rhodesia (British subject-residents)	Gratis	3(2)s valid <u>24</u> months	
Spain (except Spaniards resident in certain areas)	Gratis	3(2)s valid <u>24</u> months	See VC 388
St. Pierre:			
3(2)	\$3.50	Valid <u>12</u> months	
3(2)	\$6.75	Valid <u>24</u> months	
3(3) Visa	\$2.25	Valid one journey (See Remarks under "French")	
Surinam	Gratis	3(2)s valid <u>24</u> months	
Sweden	Gratis	3(2)s valid <u>24</u> months	
Switzerland	Gratis	3(2)s valid <u>24</u> months	
Trinidad	Gratis	3(2)s valid <u>24</u> months	
United Kingdom	Gratis	3(2)s valid <u>24</u> months	
Uruguay	Gratis	3(2)s valid <u>24</u> months	VC 127
Venezuela	\$2.00		
Windward Ids. BWI	Gratis	3(2)s valid <u>24</u> months	
Yugoslavia	\$2.00		

The Japanese Ministry of Foreign Affairs to the American Embassy

THE GAIMUSHO

No. 536/EA1

MEMORANDUM

With reference to its Note Verbale EA1 No. 381 of July 18, 1952,[¹] and in response to the Memorandum of the Embassy of the United States of America in Japan dated May 21, 1952, reading in part:

"If the Japanese Government is prepared to waive or reduce to an amount less than \$10.00 the fee for a visa to permit an American citizen in possession of a valid American passport to apply for admission into Japanese territory for a temporary stay, the Government of the United States of America is prepared to waive or reduce on a reciprocal basis fees for the granting of nonimmigrant passport visas to eligible Japanese citizens who are in possession of valid Japanese passports and who are bona fide nonimmigrants within the meaning of United States law"

the Japanese Ministry of Foreign Affairs begs to inform the Embassy as under:

The Japanese Government is prepared to agree to waiving on reciprocal basis the fee for a visa to permit an American citizen in possession of a valid American passport to apply for admission into Japan for a temporary stay and who is recognized as eligible within the meaning of the relevant Japanese laws on the condition that the Government of the United States waives the fee for the granting of nonimmigrant visa to eligible Japanese national who is in possession of valid Japanese passport and who is bona fide nonimmigrant within the meaning of the United States law.

The Ministry requests, in connection with the waiving of the fee for visa, that a favourable consideration be given by the Government of the United States toward its waiving on reciprocal basis the head tax for all Japanese nationals entering the United States in view of the fact that no head tax is being levied by the Japanese Government on foreign nationals entering Japan.

TOKYO, August 12, 1952.

MINISTRY OF FOREIGN AFFAIRS
Japan

¹Should read "July 16, 1952.". Not printed.

*The American Embassy to the Japanese Ministry of Foreign Affairs*THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 429

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Japan and has the honor to acknowledge the receipt of the Ministry's Memorandum No. 536/EA1 of August 12, 1952, in which the Ministry states: "The Japanese Government is prepared to agree to waiving on reciprocal basis the fee for a visa to permit an American citizen in possession of a valid American passport to apply for admission into Japan for a temporary stay and who is recognized as eligible within the meaning of the relevant Japanese laws on the conditions that the Government of the United States waives the fee for the granting of nonimmigrant visa to eligible Japanese national who is in possession of valid Japanese passport and who is bona fide nonimmigrant within the meaning of the United States law."

The Embassy proposes, accordingly, that the reciprocal waiver of nonimmigrant visa fees become effective on October 1, 1952 and would be grateful for a communication from the Ministry expressing its concurrence.

The Embassy notes that the Ministry requests, in connection with the waiving of the fee for visa, that favorable consideration be given by the Government of the United States toward its waiving on a reciprocal basis the head tax for all Japanese nationals entering the United States in view of the fact that no head tax is being levied by the Japanese Government on foreign nationals entering Japan.

Under the laws at present in effect the Government of the United States is unable to waive the head tax on foreign nationals entering the United States. Under the provisions of the Immigration and Nationality Act which becomes effective on December 24, 1952,[¹] however, no head tax will be collected from foreign nationals entering the United States and the Government of the United States will thus accede to the request of the Ministry on that date.

W. G. R.

[SEAL]

AMERICAN EMBASSY,
Tokyo, August 26, 1952.

¹66 Stat. 163; 8 U. S. C. §1101 *et seq.*

外
務
省

れ
ない
旨
の
同
口
上
書
後
段
の
通
報
を
接
受
し
た
旨
を
通
報
す
る
の
光
榮
を
有
す
る。

昭和二十七年九月十八日

May 21, Aug. 12, 26, 1952

Sept. 18, 1952

The Japanese Ministry of Foreign Affairs to the American Embassy

口

上

書

一
九
二
七
〇九
二
七
〇

日本国外務省は在本邦アメリカ合衆國大使館に敬意を表するとともに、アメリカ合衆国政府は相互的基礎に基き、有効な日本国旅券を所持し且つアメリカ合衆国の法律の規定する範囲内の善意な非移民である適格な日本人に対する非移民旅券査証料の免除を一九五二年十月一日より実施することを提議した一九五二年八月二十六日付口上書を受領し、同省は関係官庁と協議の結果本申出を受諾し、日本国政府は有効なアメリカ国旅券を所持するアメリカ合衆国市民で日本の法令により定められた一年以内の滞在期間の在留資格で日本を訪問する者に限りその旅券査証料を一九五二年十月一日より免除する旨回報するとともに本件査証料に関連して日本人に対する人頭税は移民国籍法の規定に基き一九五二年十二月二十四日より徴収さ

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 729/EA1

NOTE VERBALE

The Ministry of Foreign Affairs of Japan presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the note verbale dated August 26, 1952, proposing that the Government of the United States of America enforce, from October 1, 1952, exemption of the visa fees of non-immigrant passports for the Japanese nationals who possess effective passports and bona fides, nonimmigrant and qualified citizens within the limits stipulated by the law of the United States of America, on a reciprocal basis.

Upon consultation with the government offices concerned, this Ministry takes pleasure in replying that it shall accept the above proposal and that the Japanese Government shall exempt, after October 1, 1952, fees for visa of passports for the United States citizens who possess effective passports of the U. S. A. and visit Japan with qualifications to stay for a period of less than one year as stipulated in laws and regulations of Japan.

This Ministry also takes pleasure in informing the Embassy that it has received the information as stated in the latter part of the said note verbale to the effect that the head tax on Japanese citizens, in connection with the said subject of visa fees, shall not be collected from December 24, 1952, pursuant to the stipulations of the Immigration and Nationality Act.

SEPTEMBER 18, 1952

**ENLISTMENT OF PHILIPPINE CITIZENS
IN THE UNITED STATES NAVY**

TIAS 2931
Nov. 18, Dec.
13, 1952 and
Feb. 17, Mar. 9,
1953

**Agreement between the
UNITED STATES OF AMERICA
and the REPUBLIC OF THE
PHILIPPINES**

- Effectuated by Exchange of Notes
Signed at Manila November 18 and
December 13, 1952
- Entered into force December 13, 1952

and

- Exchange of Notes
Signed at Manila February 17 and
March 9, 1953

The American Ambassador to the Philippine Secretary of Foreign Affairs

AMERICAN EMBASSY
Manila, November 18, 1952

No. 569

EXCELLENCY:

I have the honor to refer to the Agreement Between the United States of America and the Republic of the Philippines Concerning Military Bases signed at Manila on March 14, 1947 [¹] and, in particular, to Article XXVII thereof which reads as follows:

"It is mutually agreed that the United States shall have the right to recruit citizens of the Philippines for voluntary enlistment into the United States armed forces for a fixed term of years and to train them and to exercise the same degree of control and discipline over them as is exercised in the case of other members of the United States armed forces. The number of such enlistments to be accepted by the armed forces of the United States may from time to time be limited by agreement between the two Governments."

My Government is desirous of accepting for voluntary enlistment in the United States Navy, for terms of either four (4) or six (6) years at the option of the applicant, not more than one thousand (1,000) male Philippine citizens per calendar year, eighteen (18) to thirty (30) years of age inclusive. Those accepted for enlistment will be available for assignment to duty throughout the naval establishment, both ashore and afloat.

I am authorized by my Government to state that an acknowledgment of the receipt of this note containing Your Excellency's assurances that the proposal mentioned herein is acceptable to Your Excellency's Government will be considered by my Government as constituting an agreement between our two Governments, which may be terminated by either party on one year's written notice, and which will permit acceptance for voluntary enlistment, as indicated above, of not more than one thousand male Philippine citizens per year in the United States Navy pursuant to Article XXVII of the Military

¹ Treaties and Other International Acts Series 1775; 61 Stat., pt. 4, p. 4019.

Bases Agreement. I suggest that the operating details necessary to the agreement be arranged directly between the Commander, United States Naval Forces, Philippines, and the Philippine Department of National Defense.

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

R. A. SPRUANCE

His Excellency

JOAQUIN M. ELIZALDE,
Secretary of Foreign Affairs,
Republic of the Philippines.

*The Philippine Secretary of Foreign Affairs to the American
Ambassador*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, December 13, 1952

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 569, dated November 18, 1952, the text of which reads as follows:

"I have the honor to refer to the Agreement Between the United States of America and the Republic of the Philippines Concerning Military Bases signed at Manila on March 14, 1947 and, in particular, to Article XXVII thereof which reads as follows:

'It is mutually agreed that the United States shall have the right to recruit citizens of the Philippines for voluntary enlistment into the United States armed forces for a fixed term of years and to train them and to exercise the same degree of control and discipline over them as is exercised in the case of other members of the United States armed forces. The number of such enlistments to be accepted by the armed forces of the United States may from time to time be limited by agreement between the two Governments.'

"My Government is desirous of accepting for voluntary enlistment in the United States Navy, for terms of either four (4) or six (6) years at the option of the applicant, not more than one thousand (1,000) male Philippine citizens per calendar year, eighteen (18) to thirty (30) years of age inclusive. Those accepted for en-

listment will be available for assignment to duty throughout the naval establishment, both ashore and afloat.

"I am authorized by my Government to state that an acknowledgment of the receipt of this note containing Your Excellency's assurances that the proposal mentioned herein is acceptable to Your Excellency's Government will be considered by my Government as constituting an agreement between our two Governments, which may be terminated by either party on one year's written notice, and which will permit acceptance for voluntary enlistment, as indicated above, of not more than one thousand male Philippine citizens per year in the United States Navy pursuant to Article XXVII of the Military Bases Agreement. I suggest that the operating details necessary to the agreement be arranged directly between the Commander, United States Naval Forces, Philippines, and the Philippine Department of National Defense."

In reply, I have the honor to inform you that, pursuant to Article XXVII of the Military Bases Agreement, my Government agrees that the United States Government may accept for voluntary enlistment in the United States Navy, for terms of either four (4) or six (6) years at the option of the applicant, not more than one thousand (1,000) male Filipino citizens per calendar year, eighteen (18) to thirty (30) years of age inclusive, subject to the condition that this agreement may be terminated by either party on one year's written notice to the other. It is the understanding of my Government that the termination of this Agreement at any time as herein provided will not prejudice the rights of qualified recruits to extend their enlistments or to reenlist for such period or periods as may be necessary to entitle them to retirement under existing United States laws, if they elect to do so.

In accordance with the suggestion contained therein, Your Excellency's note and this reply will be regarded as an Agreement between our two Governments.

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

J M ELIZALDE
J. M. Elizalde
Secretary

His Excellency

RAYMOND A. SPRUANCE

*Ambassador of the United States of America
Manila*

The American Ambassador to the Philippine Secretary of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 890

Manila, February 17, 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated December 13, 1952 in reply to my note No. 569 of November 18, 1952 regarding an agreement which would permit, pursuant to Article XXVII of the Military Bases Agreement, the voluntary enlistment in the United States Navy of one thousand (1,000) male Philippine citizens per calendar year. The last sentence of the second paragraph of Your Excellency's note reads as follows:

"It is the understanding of my Government that the termination of this Agreement at any time as herein provided will not prejudice the rights of qualified recruits to extend their enlistments or to re-enlist for such period or periods as may be necessary to entitle them to retirement under existing United States laws, if they elect to do so."

I have the honor to inform Your Excellency that my Government accepts the understanding of Your Excellency's Government and will consider that this agreement entered into force on December 13, 1952.

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

R. A. SPRUANCE

His Excellency,

JOAQUIN M. ELIZALDE,

*Secretary of Foreign Affairs,
Republic of the Philippines.*

*The Philippine Secretary of Foreign Affairs to the American Ambassador*REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, March 9, 1953

EXCELLENCY:

With reference to Your Excellency's Note No. 890 of February 17, 1953, which was a reply to mine of December 13, 1952, regarding an agreement made pursuant to Article XXVII of the Military Bases Agreement permitting the voluntary enlistment in the United States Navy of one thousand (1,000) male Philippine citizens per calendar year, I have the honor to inform you that my Government also considers that said agreement entered into force on December 13, 1952.

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

J. M. ELIZALDE
Secretary

His Excellency

RAYMOND A. SPRUANCE
American Ambassador
Manila

MEXICAN AGRICULTURAL WORKERS

TIAS 2932
Mar. 10, 1954

Agreements between the UNITED STATES OF AMERICA and MEXICO

Renewing and Amending the Agreement of August 11, 1951, as Amended, and Establishing a Joint Migratory Labor Commission

- Effectuated by Exchanges of Notes
Signed at México March 10, 1954
- Entered into force March 10, 1954

The American Ambassador to the Mexican Acting Secretary of Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 815

MÉXICO, D. F., March 10, 1954

EXCELLENCY:

As the result of the conversations I have had over the past few months with you and His Excellency the Secretary of Foreign Relations, it happily appears that we are in accord that the Agreement between the Governments of the United States and Mexico concerning the "Migrant Labor Agreement of 1951, [¹] As Amended", [²] which expired on January 15, 1954, [³] should be renewed for a further period until December 31, 1955, and that in order to avoid future misunderstandings as to the intent of various provisions of the Agreement, as well as in order to facilitate to the utmost the operation of the international program, we should record, as envisaged in Article 37 of that Agreement, our joint interpretations and consequent amendments of these provisions.

Consequently, I have the honor to set forth my understanding of the interpretations and amendments that we have agreed upon:

1. WAGES. The wage rates paid to the Mexican Worker may not be less than the prevailing wages for domestic laborers performing the same activity in the same area of employment as determined by the Secretary of Labor. The Secretary of Labor will give special attention, in conformity with Article 15 of the Agreement, to the fact that there shall not be issued certifications which specify a wage rate which, in his opinion, has been adversely influenced by the presence of illegal workers in the area of employment. The prevailing wage rates shall be communicated to the Secretary of Foreign Relations as the Secretary of Labor determines them but not less than once a month.

In each of the Migratory Stations of Mexico and in each of the Reception Centers of the United States there shall be fixed, in promi-

^¹ Treaties and Other International Acts Series 2331; 2 UST 1940.

^² TIAS 2531; 3 UST, pt. 3, p. 3958 and TIAS 2586; 3 UST, pt. 3, p. 4341.

^³ See TIAS 2928; *ante*, p. 353.

nent places, bulletins in which are specified the prevailing wage rates for each type of employment in each area of employment in which Mexican Workers from the respective Migratory Stations and Reception Centers will be employed in order that these wage rates may be known in advance by the Mexican Workers who, in any event, may discuss them with the Employers and accept or reject them.

If the Secretary of Foreign Relations believes that the determination of the Secretary of Labor, with respect to a specific wage rate for a specific area, is incorrect he will inform the Secretary of Labor of his views in the matter, furnishing the Secretary of Labor the information upon which he bases his conclusion so that, in case the Secretary of Labor concurs in this conclusion, he may use the powers granted him by Article 15 of the Agreement to withhold certifications which include such wage rates.

In case the Secretary of Labor, after reviewing the information furnished him by the Secretary of Foreign Relations, does not find that prior determination is inaccurate a joint investigation will be undertaken by the appropriate representatives of the two Governments, if requested by the Secretary of Foreign Relations, in order that the Secretary of Labor may determine whether it is appropriate to make a new determination of the prevailing wage rate. The contracting of Workers will not be interrupted meanwhile but the Government of Mexico may inform the Workers at the Migratory Stations that a joint investigation will be made with respect to the wage rates in question. If, as a result of the joint investigation the investigators cannot reach an agreement as to the information to be submitted to the Secretary of Labor, the Government of Mexico may request the Secretary of Labor to consider any information it desires to present concerning the prevailing wages.

2. SUBSISTENCE ALLOWANCES. Except in the case referred to in the last paragraph of Article 10 of the Work Contract, subsistence allowances shall be determined by the Secretary of Labor as often as changes in the cost of food in the area of employment may require.

In no case may the subsistence allowances be less than the cost, in the area of employment, of the diets which the Department of Agriculture of the United States considers necessary for persons performing arduous labor.

These diets will be made known to the Mexican Government so that, if it considers it necessary, it may make observations relating thereto concerning food preferences of the Mexican Worker.

The differences that may arise with respect to the subsistence allowances will be resolved by mutual agreement through a joint in-

vestigation of the cost of the diets approved by the Secretary of Agriculture in the area of employment. In requesting a joint investigation, the Mexican Government will furnish the Secretary of Labor the information upon which it bases this request. The contracting of the Workers will not be interrupted meanwhile, but the Government of Mexico may inform the Workers that a joint investigation will be made with respect to the subsistence allowances in question.

The subsistence allowances will be communicated to the Secretary of Foreign Relations as the Secretary of Labor determines them and they will be posted, as in the case of the prevailing wages, in the bulletins which will be displayed in prominent places in the Mexican Migratory Stations and in the Reception Centers.

If the Employer maintains restaurant services, the situation will be governed by the pertinent provisions of Articles 10 and 12 of the Work Contract.

3. **NON-OCCUPATIONAL INSURANCE.** The Mexican Government reserves the right to study and to institute a plan for non-occupational insurance for injuries and illnesses for Mexican Workers under which an authorized Mexican organization will assume charge of receiving the deductions which shall be made by the Employer from the Workers' wages and assume full responsibility for the payment of all expenses for non-occupational injuries and illnesses. This plan shall conform to the applicable requirements of the insurance laws of the various States in which it will be instituted; and shall provide life insurance and sufficient coverage and adequate arrangements to assure that Workers suffering non-occupational injuries and illnesses will have available promptly necessary medical, surgical and hospital care. Employers shall be required to make the deductions in accordance with paragraph g) of Article 6 of the Work Contract from the Workers' wages in the amounts specified by the Mexican Government under this plan and to remit such deductions to the authorized Mexican authority.

If the arrangement made under the plan instituted by the Mexican Government proves inadequate to provide such care or to pay the expenses incurred incident thereto, the Secretary of Labor will consult with the appropriate officials of the Mexican Ministry of Foreign Relations in order to effect the necessary improvement to make such plan function adequately in the area in which it has failed to do so. If such improvement is not made, the two Governments will study and put into effect opportunely, by common consent, either one of these two solutions:

a) The Employer shall apply the proportionate part of the deductions that may be necessary to obtain insurance covering the expenses of hospitalization and medical and surgical care; or

b) The Employer shall use the authorized deduction to obtain life and non-occupational insurance for injuries and illnesses in accordance with the specifications set forth in the ante-penultimate paragraph of this Article.

It is agreed that questions which the Secretary of Labor may raise regarding the inadequacy of the plan in question, will relate only to hospitalization and medical and surgical non-occupational injuries and illnesses, and in no case to the cash indemnities that the Mexican organization may have undertaken.

Embalming, funeral and other related expenses, including the transportation of the body to the place of burial, will be a first charge, up to the amount of 350 dollars, against the life insurance of the Worker.

Until the plan referred to in paragraph one of this Article is made known to the Government of the United States, all Employers shall be required to obtain at the Worker's expense life and non-occupational insurance for injuries and illnesses for such coverage as may be specified by the Secretary of Foreign Relations. Standard form policies for the various areas of employment will be furnished by the Secretary of Foreign Relations to the Secretary of Labor. Such insurance may be obtained from any responsible and properly licensed insurance company which will furnish such insurance at competitive rates for the area of employment.

Until such standard form policies are furnished by the Secretary of Foreign Relations, the Employer shall not be required to obtain life and non-occupational insurance for Mexican Workers.

Should the Employer fail to obtain life and non-occupational insurance for injuries and illnesses in accordance with the requirements of this Article, his case will be dealt with in accordance with the provisions of Article 7 of the Agreement. The Employer shall in no case be required to pay any part of the cost of the premium for any life and non-occupational insurance for injuries and illnesses.

4. LIST OF UNACCEPTABLE EMPLOYERS AND OF PLACES, LOCALITIES AND COMMUNITIES WHERE DISCRIMINATION EXISTS. Determinations as to the unacceptability of any Employers for contracting Mexican Workers shall be made only in accordance with the special procedure established beginning with the second paragraph of Article 7 of the Agreement.

In certain cases, however, as for example, physical mistreatment, insults or threats and other grave abuses, the Secretary of Foreign Relations will make known the facts directly to the Secretary of

Labor, through the Mexican Embassy in Washington, in order that, without prejudice to either the criminal or civil responsibility which the Employer may incur and the corresponding indemnity, a prompt joint determination may be reached in order to include him, if appropriate, in the list of those unacceptable to contract Workers. The list of those unacceptable on the date on which the renewal of the Agreement enters into effect shall include only those Employers who have previously been declared unacceptable by joint determination of both Governments.

The Government of Mexico will not include "counties" under Article 8 of the Agreement in the list of towns, communities, localities and places where it is considered that discrimination exists against Mexicans on account of their nationality or of their ancestry.

5. RETURN TRANSPORTATION OF THE WORKER. When a Worker does not complete his contract for unjustified cause, as may be jointly decided in accordance with Article 30, the Employer shall not be obligated, under Article 17 of the Agreement, to provide return transportation and subsistence to the Worker or to pay the cost thereof, except in proportion to the services rendered.

Consequently, it is understood—for example—that a Worker who terminates the contract in its third week for unjustified cause (when the contract is made for six weeks) shall have the right to be paid by the Employer for the cost of half of the transportation and subsistence between the place of employment and the Reception Center.

The Employer may not make deductions from the Worker to cover the cost of return transportation and subsistence or the Worker's portion thereof. It is understood that payments will be made, in so far as possible, against the amounts owed by the Employer to the Worker; but in order to facilitate the carrying out of this provision, the Employer is authorized, in conformity with the last paragraph of Article 15, to postpone from one payment to that immediately following not to exceed a total of three days earnings, of the wages of the Worker. It is further understood that "work day"—as defined by Article 1, paragraph (j) of the Agreement—means eight hours in each calendar day, except in those days mentioned in the same paragraph.

6. MIGRATORY STATIONS AND RECEPTION CENTERS. Article 4 of the Agreement of 1951, is amended to read as follows:

"The Government of Mexico will establish the Migratory Stations in the Republic of Mexico at Mexicali, Baja California; Monterrey, Nuevo Leon; Chihuahua, Chihuahua; Irapuato, Guanajuato; Guadalajara, Jalisco; Durango, Durango; or at places adjacent to such cities, and at such other places as may be mutually agreed to by the two

Governments. The United States will establish Reception Centers at Hidalgo, Eagle Pass and El Paso, Texas; Nogales, Arizona; and El Centro, California; or at places adjacent to such cities, and such other places as may be mutually agreed to by the two Governments."

I am authorized to propose that the present note, and a note in reply from Your Excellency confirming and accepting the foregoing proposals, be considered as an agreement between the two Governments in the matter and that this exchange of notes have the effect of renewing the Migrant Labor Agreement of 1951, as previously amended and as amended subject to the above interpretations and amendments, through December 31, 1955, unless terminated earlier as provided in Article 41 of the Agreement.

At the request of either Government negotiations may be entered into regarding the matters referred to the Joint Commission established by our notes No. 817 and No. 20015-3 of today's date,^[1] within 30 days of the date that final recommendations are made by the Commission on such questions, so that the Governments may consider the recommendations of the Commission relating to any improvement of the operation of the program.

All contracts and all extensions thereof entered into after this date shall be governed by the Agreement of 1951, as hereby renewed, and by the provisions set forth in this exchange of notes.

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

FRANCIS WHITE

His Excellency

Señor JOSÉ GOROSTIZA,
Acting Secretary of Foreign Relations,
México, D. F.

¹ Post, pp. 406 and 408.

*The Mexican Acting Secretary of Foreign Relations to the
American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

México, D. F., a 10 de marzo de 1954.

Núm. 20015-1

Señor Embajador:

Con referencia a Vuestra atenta nota número 815 de esta fecha, me es grato manifestaros que, como resultado de las conversaciones que ha tenido Vuestra Excelencia en los últimos meses - con el Secretario de Relaciones Exteriores y otros altos funcionarios de esta Secretaría de Estado, se ha convenido felizmente en - que el Acuerdo entre los Gobiernos de México y los Estados Unidos de América sobre Trabajadores Agrícolas Migratorios del 11 de -- agosto de 1951, con sus reformas, que expiró el 15 de enero de - 1954, debe ser renovado por un período adicional que terminará el 31 de diciembre de 1955. También, a fin de evitar en lo futuro diferencias de criterio sobre el alcance de algunas disposiciones del propio Acuerdo, así como para facilitar hasta donde sea posible el funcionamiento de este programa internacional, hemos convenido - en dejar constancia de las interpretaciones y modificaciones siguientes que, sobre tales disposiciones, hemos hecho conjuntamente como se prevé en el Artículo 37 del repetido Acuerdo.

Las interpretaciones y modificaciones en que hemos convenido son, según nuestro leal saber y entender, las siguientes:

1. - SALARIOS. - Los tipos de salarios que se paguen al Trabajador Mexicano, no deberán ser inferiores a los salarios prevalecientes que sean cubiertos a los trabajadores domésticos que desempeñen las mismas labores en la propia área de empleo, según los determine el Secretario del Trabajo. De conformidad con el artículo 15 del Acuerdo, el Secretario del Trabajo le dará especial atención al precepto de que no se expedirán certificados para la contratación de trabajadores, en los que se especifique un tipo de salarios que, en su opinión, haya sido influenciado adversamente por la presencia de trabajadores ilegales en el área de empleo. Los tipos de salarios prevalecientes serán comunicados por el Secretario del Trabajo al Secretario de Relaciones Exteriores de México tan pronto como aquél los determine y por lo menos una vez al mes.

En cada una de las Estaciones Migratorias de México y en cada Centro de Recepción en los Estados Unidos de América, se fijarán boletines, en lugares prominentes, en los que se den a conocer las cuotas de salarios prevalecientes para cada tipo de labores y en cada área de empleo en que serán ocupados los Trabajadores Mexicanos, procedentes de la respectiva Estación Migratoria y el correspondiente Centro de Recepción, a fin de que dichas cuotas sean conocidas anticipadamente por los Trabajadores Mexicanos quienes, en todo caso, podrán discutirlas con los Empleadores y aceptarlas o rehusarlas.

Si el Secretario de Relaciones Exteriores juzga que la determinación del Secretario del Trabajo, sobre cuotas específicas de salarios señaladas para una área específica no es correcta, comunicará sus puntos de vista sobre el particular al propio Secretario del Trabajo y le proporcionará los informes en que sustente sus conclusiones, a efecto de que, si el Secretario del Trabajo está de acuerdo con dichas conclusiones, pueda usar las facultades que el artículo 15 del Acuerdo le confiere para negar su certificación a las solicitudes de trabajadores que ofrezcan tales tipos de salarios.

Si el Secretario del Trabajo, después de revisar la información que le proporcione el Secretario de Relaciones Exteriores, no encuentra que su determinación es inexacta, se llevará a efecto una investigación conjunta por representantes de los dos Gobiernos, si así lo solicita el Secretario de Relaciones Exteriores, a fin de que el Secretario del Trabajo pueda resolver si procede expedir una nueva determinación del tipo de salario prevaleciente. Mientras tanto, no se suspenderá la contratación de Trabajadores, pero el Gobierno de México podrá informar a éstos, en las Estaciones Migratorias, que se llevará a efecto una investigación conjunta con respecto a las cuotas de salarios en cuestión. Si de la investigación conjunta resulta que los investigadores no pueden ponerse de acuerdo sobre la información que deba someterse al Secretario del Trabajo, el Gobierno de México solicitará de éste que tome en cuenta las consideraciones que deseé presentarle con respecto a los salarios prevalecientes.

2.- CUOTAS DE SUBSISTENCIA.— Las cuotas de subsistencia, excepto en el caso a que se refiere el último párrafo del artículo 10 del Contrato de Trabajo, serán determinadas por el Secretario del Trabajo con la frecuencia que requieran los cambios del costo de los alimentos en la región del empleo.

En ningún caso las cuotas de subsistencia serán inferiores al costo, en la región del empleo, de las dietas que el Departamento de Agricultura de los Estados Unidos considere necesarias para personas que se dedican a trabajos rudos.

Estas dietas serán dadas a conocer al Gobierno de México para que, si lo estima necesario, haga observaciones relacionadas con las preferencias del Trabajador Mexicano en materia de alimentación.

Las diferencias que pudieran surgir con respecto a las cuotas de subsistencia serán resueltas de mutuo acuerdo por medio de una investigación conjunta sobre el costo, en el área del empleo, de las dietas aprobadas por el Secretario de Agricultura. Al solicitar una investigación conjunta, el Gobierno de México proporcionará los informes en que basa su petición. La contratación de trabajadores no se interrumpirá mientras tanto, pero el Gobierno de México podrá informar a los trabajadores que las cuotas de subsistencia en cuestión serán motivo de una investigación conjunta.

Las cuotas de subsistencia serán dadas a conocer al Secretario de Relaciones Exteriores a medida que el Secretario del Trabajo

las determine y se harán figurar, como en el caso de los salarios prevalecientes, en los boletines que se fijen en lugares ostensibles en las Estaciones Migratorias de México y en los Centros de Recepción.

Si el Patrón mantiene servicio de restaurante, la situación se regirá por las disposiciones pertinentes de los artículos 10 y 12 del Contrato de Trabajo.

3.- **SEGURO NO PROFESIONAL.** - El Gobierno de México se reserva el derecho de estudiar e instituir un plan para asegurar a los Trabajadores Mexicanos contra accidentes y enfermedades no profesionales, por medio del cual un organismo mexicano autorizado se encargará de recibir los descuentos que hará el Patrón para este efecto en los jornales de los Trabajadores, y asumirá plenamente la responsabilidad de pagar todos los gastos que ocasione la atención por accidente y enfermedades no profesionales del Trabajador. Este plan se ajustará a los requisitos aplicables de las leyes sobre seguros de los diversos Estados de los Estados Unidos en donde se lleve a la práctica; y proveerá seguro de vida y suficiente protección, así como arreglos adecuados para garantizar que los Trabajadores que sufran accidente y enfermedades no profesionales reciban oportunamente la hospitalización y la atención médica y quirúrgica necesarias. Se requerirá de los Patrones que, de acuerdo con el inciso --g) del artículo 6 del Contrato de Trabajo, efectúen descuentos en los jornales de los Trabajadores por el monto de las cuotas que especifique el Gobierno de México conforme a este plan, y que remitan el im-

porte de tales descuentos a las autoridades mexicanas facultadas para recibirlos.

Si los arreglos que se hagan conforme al plan adoptado por el Gobierno de México no funcionan en tal forma que presten el servicio que se desea o que cubran los gastos que el mismo ocasiona, el Secretario del Trabajo consultará a los funcionarios correspondientes de la Secretaría de Relaciones Exteriores, con miras a hacer las mejoras necesarias para que dicho plan funcione satisfactoriamente en el área en que no hubiere podido operar bien.

Si las mejoras no se realizan, los dos Gobiernos estudiarán y pondrán oportunamente en práctica, de común acuerdo, cualesquiera de estas dos soluciones:

a) Que el Patrón aplique la parte proporcional de las deducciones que sea necesaria, a obtener un seguro que cubra los gastos de hospitalización y de atención médica y quirúrgica; o

b) Que el Patrón se haga cargo de aplicar los descuentos autorizados a obtener seguros de vida y contra enfermedades o por lesiones debidas a accidentes no profesionales, de acuerdo con las especificaciones que se mencionan en el antepenúltimo párrafo de este capítulo.

Es cosa convenida que las cuestiones que el Secretario del Trabajo podrá suscitar con respecto al funcionamiento inadecuado — del plan de que se trata, se referirán únicamente a la hospitalización y a la atención médica y quirúrgica por accidentes y enfermedades.

des no profesionales, y no al caso de las indemnizaciones en efectivo que el organismo mexicano haya tomado a su cargo.

Los gastos de embalsamamiento, funerales y otros conexos, incluyendo el transporte del cadáver al lugar de la inhumación, se pagarán de manera preferente, hasta por la cantidad de Dls. 350.00 de fondos procedentes del seguro de vida del Trabajador.

Mientras no se dé a conocer al Gobierno de los Estados Unidos el plan de seguros a que se refiere el primer párrafo de este capítulo, todos los Patrones serán requeridos para que obtengan, por cuenta del Trabajador, seguros de vida y contra accidentes y enfermedades no profesionales, que cubran los beneficios que especifique el Secretario de Relaciones Exteriores. El Secretario de Relaciones Exteriores proporcionará al Secretario del Trabajo formas de pólizas "standard" para las diversas zonas de empleo. Tales seguros podrán obtenerse de cualquier compañía de seguros responsable y autorizada para operar, que esté dispuesta a otorgar dichos seguros a precios de competencia en el área de empleo.

Mientras el Secretario de Relaciones Exteriores no proporcione las mencionadas formas de pólizas "standard", el Patrono no será requerido para que obtenga pólizas de vida y de seguros contra accidentes y enfermedades no profesionales para los Trabajadores Mexicanos.

Si el Patrono omitiere obtener los seguros de vida contra acci-

dentes y enfermedades no profesionales de acuerdo con las provisiones de este capítulo, su caso se tratará con arreglo a lo dispuesto en el artículo 7 del Acuerdo. El Patrón no será requerido (en ningún caso) para que cubra alguna parte del costo de las pólizas correspondientes a los seguros de vida o contra accidentes y enfermedades no profesionales.

4. - LISTA DE PATRONES INACEPTABLES PARA CONTRATAR Y DE LUGARES, LOCALIDADES Y ZONAS DONDE EXISTE --
DISCRIMINACION. - Las resoluciones sobre Patrones inaceptables para contratar Trabajadores Mexicanos se dictarán únicamente con arreglo al procedimiento especial que se establece en el segundo párrafo del artículo 7 del Acuerdo.

No obstante, en ciertos casos, como por ejemplo, de maltrato físico, de insultos o amenazas y otros abusos graves, el Secretario de Relaciones Exteriores dará a conocer los hechos directamente al Secretario del Trabajo por conducto de la Embajada de México en Washington, a fin de que -sin perjuicio de la responsabilidad penal o civil que pueda incumbrir al Patrón y de la indemnización correspondiente- se llegue a una pronta determinación conjunta para incluirlo, si así procede, en la lista de inaceptables para contratar Trabajadores. La lista de inaceptables, en la fecha en que entre en vigor la prórroga del Acuerdo, no incluirá sino a los Patrones inscritos con anterioridad por determinación conjunta de ambos Gobiernos.

El Gobierno de México no incluirá "condados" conforme al ar-

título 8 del Acuerdo, en la lista de ciudades, comunidades, localidades y lugares en donde considere que existe discriminación contra mexicanos por razón de su nacionalidad o de su ascendencia.

5.- TRANSPORTE DE REGRESO DEL TRABAJADOR.- Cuan
do el Trabajador no termine su contrato por causa injustificada, se
gún se decida conjuntamente de acuerdo con el artículo 30, el Pa--
trón no estará obligado, conforme al artículo 17 del Acuerdo, a pro
porcionar transporte de regreso y subsistencia al trabajador o a pa
gar su costo, sino en proporción a los servicios prestados.

En consecuencia, se entenderá -por ejemplo- que el Trabaja-
dor que termine el contrato en su tercera semana por causa injusti-
ficada (cuando el contrato se concierte por seis semanas) tendrá de-
recho a que el Patrón le abone el costo de la mitad del transporte y
de la subsistencia entre el lugar de empleo y el Centro de Recepción.

El Patrón no podrá hacer descuentos al Trabajador para cubrir
el costo del transporte de regreso o de su parte proporcional y la
subsistencia correspondiente, entendiéndose que el pago se hará,
hasta donde sea posible, con cargo a las cantidades que deba el Pa-
trón al Trabajador; pero a fin de facilitar la ejecución de esta pro-
visión, se autorizará al Patrón para que, conforme al último párra-
fo del artículo 15, pueda diferir de un pago al siguiente inmediato,
como máximo, las sumas correspondientes hasta a tres días de tra-
bajo de los jornales del Trabajador, entendiéndose que "día de tra-
bajo" -según definición del artículo 10, inciso (j) del Acuerdo-signi-
fica ocho horas de cada día del calendario a excepción de los que

en el mismo inciso se mencionan.

6.- ESTACIONES MIGRATORIAS Y CENTROS DE RECEPCION.

Se enmienda el artículo 4 del Acuerdo de 1951 para que se lea como si gue: "Artículo 4.- Para los efectos de este Acuerdo el Gobierno de México establecerá, dentro de la República Mexicana, Estaciones Mi gratorias en Mexicali, B. C., Monterrey, N. L., Chihuahua, Chih., Irapuato, Gto., Guadalajara, Jal., Durango, Dgo., o en puntos próximos a dichas ciudades así como en cualesquier otros lugares que - ambos Gobiernos determinen de común acuerdo. El Gobierno de los Estados Unidos de América establecerá Centros de Recepción en Hidalgo, Eagle Pass y El Paso, Texas; Nogales, Arizona, El Centro, California, o en puntos próximos a dichas ciudades, así como en cualesquier otros lugares que ambos Gobiernos determinen de común -- acuerdo".

Estoy autorizado para manifestaros la anuencia del Gobierno de México para que esta nota y la de Vuestra Excelencia No. 815 de esta misma fecha, sean consideradas como un Acuerdo entre los dos Gobiernos y para que este intercambio de notas tenga por efecto la renovación del Acuerdo sobre Trabajadores Migratorios de 1951, como se le reformó previamente y se le modifica ahora, con sujeción a las interpretaciones y enmiendas que arriba se expresan y con vi gencia hasta el 31 de diciembre de 1955, a menos que se le dé por - terminado con anterioridad en la forma prevista por el artículo 41 del propio Acuerdo.

A solicitud de cualquiera de los dos Gobiernos, se podrán iniciar negociaciones sobre los asuntos referidos a la Comisión Mixta que se crea por efecto de nuestras notas número 817 de - esa Embajada y numero 20015-3 de esta Secretaría, dentro de los treinta días siguientes a la fecha en que la Comisión haga recomendaciones finales sobre dichas cuestiones, con el propósito de que los Gobiernos consideren las recomendaciones de la Comisión sobre cualquier mejora que pueda hacerse en la ejecución de este -- programa.

Todos los contratos y todas las prórrogas que se hagan a partir de esta fecha se regirán por el Acuerdo de 1951 así renovado y por las provisiones que se consignan en el presente intercambio de notas.

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

JOSÉ GOROSTIZA

Excelentísimo Señor FRANCIS WHITE,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 20015-1

MÉXICO, D. F., *March 10, 1954.*

MR. AMBASSADOR:

With reference to your courteous note No. 815 of today's date, I take pleasure in informing you that as a result of the conversations Your Excellency has had in the past few months with the Secretary of Foreign Relations and other high officials of this Ministry, it has happily been agreed that the Agreement between the Governments of Mexico and the United States on Migrant Agricultural Labor, of August 11, 1951, as amended, which expired on January 15, 1954, should be renewed for a further period ending on December 31, 1955. Also, in order to avoid future differences of opinion as to the intent of various provisions of the agreement itself, as well as in order to facilitate, in so far as possible, the operation of this international program, we have agreed to record the following interpretations and consequent amendments which we have jointly made concerning those provisions, as envisaged in article 37 of that agreement.

The interpretations and amendments on which we have agreed are, to the best of our knowledge and belief, the following:

[For the English language text of the interpretations and amendments, see *ante*, p. 380.]

I am authorized to inform you of the agreement of the Government of Mexico that this note and Your Excellency's note No. 815 of today's date be considered as an agreement between the two Governments and that this exchange of notes has the effect of renewing the Migrant Labor Agreement of 1951, as previously amended and as hereby amended subject to the above interpretations and amendments, through December 31, 1955, unless terminated earlier in the manner provided in article 41 of the agreement itself.

At the request of either Government negotiations may be entered into regarding the matters referred to the Joint Commission established by our notes No. 817 from your Embassy and No. 20015-3 from this Ministry, within 30 days of the date that final recommendations are made by the Commission on such questions, so that the Governments may consider the recommendations of the Commission relating to any improvement which might be made in the operation of this program.

All contracts and all extensions entered into after this date shall be governed by the agreement of 1951, thus renewed, and by the provisions set forth in this exchange of notes.

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

JOSÉ GOROSTIZA

His Excellency

FRANCIS WHITE,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,*

México, D. F.

*The American Ambassador to the Mexican Acting Secretary of
Foreign Relations*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 816

MÉXICO, D. F., March 10, 1954.

EXCELLENCE:

With reference to our exchanges of notes of today's date (my note No. 815 and your note No. 20015-1), I desire to record my understanding of the necessary amendments to the Standard Work Contract annexed to the Migrant Labor Agreement of 1951, As Amended, which are required by the amendments arrived at in those notes. These amendments to the Work Contract refer to Article 3, paragraph 7 of Article 4, paragraph g) of Article 6, and Article 7. They read as follows:

Amendments to Article 3 of Work Contract

1. Change Title and numbering as follows:

"3. Insurance.

 "a. Occupational Risks."

At the end of present article add a new subsection (b) as follows:

"b. Life and Non-Occupational Insurance. As soon as the Government of Mexico specifies the extent of coverage for life and non-occupational insurance which it desires for Mexican Workers the Employer shall obtain such insurance, the cost of which is to be paid for by deductions from the Mexican Worker's wages.

"If the Mexican Government should institute a plan under which it will, through an authorized Mexican organization, assume the full

responsibility for providing life and non-occupational insurance to Mexican Workers the Employer shall instead of obtaining the insurance as specified in the previous paragraph deduct from the Worker's wages the amount specified by the Mexican Government directly or through the authorized organization and remit such deductions to the authorized Mexican authority. The Employer shall, in no case, be required to pay any part of the cost of the premiums for life and non-occupational insurance."

Amend Article 6 (g) to read as follows:

"(g) for insurance premiums as required under Article 3 (b) of this Work Contract."

Amend the seventh paragraph of Article 4 of the Work Contract to read as follows:

"The pay period for the Mexican Worker shall be established at intervals no less frequent than those established for the Employer's domestic workers; provided that in no event shall the Worker be paid less frequently than bi-weekly; provided further, that the Employer may defer the payment of not to exceed a total of three days' earnings of such Mexican Worker from one pay period to the next until the final payment of wages is made to him, at which time payment shall be made of all sums due to the Mexican Worker.

"For the purposes of this paragraph the term 'three days' earnings' means 'three days in which the Worker worked at least eight hours per day.' "

Amendment to Article 7

Amend Article 7 of Work Contract to read as follows:

"7. Transportation.—Subject to the provisions of Article 17 of the Agreement, transportation of the Mexican Worker, including up to 35 kilograms of personal articles, but not including furniture, from the Reception Center at which he was contracted to the place of employment and return to the Reception Center, as well as food, lodging and other necessary expenses en route, shall be paid by the Employer.

"In the event, however, the Worker fails to complete his contract for unjustified reasons as jointly determined in accordance with Article 30 of the Agreement the Employer shall not be obligated to provide return transportation and subsistence or to pay the cost thereof except in the same proportion to the total cost thereof that the period worked by the Mexican Worker bears to the total period of the contract.

"The Employer may, in such cases, apply from the wages deferred pursuant to Article 4 of this Work Contract, such amounts for the

return transportation and subsistence as the Worker may be obligated to pay.

"All transportation between the Reception Center and the place of employment shall be by common carrier or other adequate transportation facilities provided that such other transportation facilities, when used to transport Mexican Workers, shall have sufficient and adequate fixed seats for the transportation of passengers and adequate protection against inclement weather, meet the same safety requirements that are applicable to common carriers, and are covered by adequate insurance to protect such Workers in the event of injuries resulting from accidents en route. When Mexican Workers are transported by rail, the Employer shall not be required to provide first-class railroad accommodations.

"The failure of any Employer to comply with the requirements of this Article and the Joint Operating Instructions issued by the United States and Mexico in the furnishing of transportation to the Mexican Worker shall constitute a violation of the Work Contract."

I should appreciate receiving your confirmation of the foregoing amendments.

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

FRANCIS WHITE

His Excellency

Señor José Gorostiza,

*Acting Secretary of Foreign Relations,
México, D. F.*

*The Mexican Acting Secretary of Foreign Relations to the
American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

México, D. F., 10 de marzo de 1954.

Núm. 20015-2

Señor Embajador:

Tengo el honor de referirme a la atenta nota número 816 de esta fecha por la que Vuestra Excelencia se sirve manifestarme que desea dejar constancia de cómo entiende las modificaciones que se hace necesario introducir en el Contrato Tipo de Trabajo anexo al Acuerdo sobre Trabajadores Agrícolas Migratorios de 1951, con sus reformas, como consecuencia de los arreglos a -- que se llegó en el intercambio de notas efectuado el día de hoy.

En respuesta a vuestra nota citada, manifiesto a Vuestra Excelencia que, en efecto, las modificaciones de que se trata se refieren a la cláusula 3, al párrafo 7 de la cláusula 4, al párrafo (g) de la cláusula 6 y a la cláusula 7 del Contrato Tipo de Trabajo, y son las siguientes:

Reformas a la Cláusula 3a, del Contrato de Trabajo.

1. Cambiar el título y la numeración como sigue:

" 3. Seguros "

" a. Riesgos Profesionales."

Al final de la presente cláusula agregar un nuevo subinciso

(b) que diga:

" b. Seguros de vida y por riesgos no profesionales

" Tan pronto como el Gobierno de México especifique el alcance de la protección en los seguros de vida y por riesgos no profesionales, que desea para los Trabajadores Mexicanos, el Patrón obtendrá tales seguros y su costo se cubrirá con deducciones de los salarios del Trabajador.

" Si el Gobierno Mexicano instituye un plan bajo el cual asuma la plena responsabilidad de proveer de seguros de vida y por riesgos no profesionales a los Trabajadores Mexicanos, por conducto de un organismo mexicano autorizado, el Patrón, en lugar de obtener el seguro conforme se estipula en el párrafo anterior, deducirá de los salarios del Trabajador las cantidades especificadas por el Gobierno Mexicano directamente o por intermedio de la organización autorizada y remitirá dichas deducciones a la autoridad mexicana designada.

" El Patrón no será requerido en ningún caso para pagar parte alguna del costo de las primas del seguro de vida y por riesgos no profesionales."

Reformar la Cláusula 6 (g) para quedar como sigue:

" (g) por concepto de primas de seguros requeridas en la -
Cláusula 3 (b) de este Contrato de Trabajo".

Reformar el párrafo 7 de la Cláusula 4 del Contrato de Trabajo para que dar como sigue:

" Los Trabajadores Mexicanos serán pagados en períodos o intervalos no menos frecuentes que los establecidos por el Patrón para los trabajadores nativos, no debiendo ser tales períodos mayores de dos semanas y estando autorizado el Patrón para retener, de un período a otro de pago, el importe de no más de tres días de trabajo; pero entendido de que en la liquidación del último pago le cubrirá al Trabajador la totalidad de las sumas que le adeude.

" Con respecto a este párrafo, el término "los salarios de tres días", significa "tres días en que el Trabajador labore ocho horas diarias."

Reformar la Cláusula 7 del Contrato de Trabajo para que dar como sigue:

TRANSPORTES.

" 7. - Con sujeción a lo dispuesto en el artículo 17 del Acuerdo, el transporte del Trabajador Mexicano, incluyendo el flete - hasta de 35 kilos de objetos de uso personal, exceptuando muebles, desde el Centro de Recepción en que fué contratado hasta el lugar de empleo y su regreso al Centro de Recepción, así como sus gastos de alimentación, alojamiento y otros necesarios durante el viaje, serán pagados por el Patrón.

" Sin embargo, en caso de que el Trabajador no complete su contrato por razones injustificadas, según se haya determinado - conjuntamente conforme al Artículo 30 del Acuerdo, el Patrón no estará obligado a proporcionar transporte de regreso y alimentación, o a pagar el costo de ambos, excepto en la misma proporción en que se halle el tiempo trabajado con el período de duración del contrato del Trabajador.

" El Patrón puede, en tales casos, aplicar de los salarios retenidos de acuerdo con la cláusula 4 de este Contrato de Trabajo, las cantidades que el Trabajador esté obligado a pagar para su regreso, por concepto de transporte y alimentación.

" Todo transporte entre el Centro de Recepción y el lugar - de empleo, deberá llevarse a cabo en vehículos para pasajeros, - pudiendo utilizarse otros medios adecuados siempre que éstos, - cuando sean empleados para el transporte de Trabajadores Mexicanos, tengan suficientes asientos, fijos y acondicionados para el transporte de pasajeros; estén protegidos contra las inclemencias del tiempo, satisfagan los requisitos de seguridad requeridos para el transporte comercial de pasajeros, y estén amparados por un seguro adecuado que proteja al Trabajador contra lesiones resultantes de accidentes en el viaje. Si el Trabajador Mexicano es transportado por ferrocarril, el Patrón no estará obligado a proporcionarle pasajes de primera clase.

" La falta de cumplimiento, por parte del Patrón, de los requisitos establecidos en la presente cláusula y en las Instrucciones Conjuntas de Ejecución que expidan los Gobiernos de México y Estados Unidos de América para el transporte de Trabajadores Mexicanos, constituirá una violación del Contrato de -- Trabajo. "

Quedan confirmadas por la presente nota las modificaciones al Contrato de Trabajo que arriba se especifican.

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

JOSÉ GOROSTIZA

Excelentísimo Señor FRANCIS WHITE,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 20015-2

México, D. F., March 10, 1954.

MR. AMBASSADOR:

I have the honor to refer to your courteous note No. 816 of today's date, in which Your Excellency is good enough to inform me that you wish to record your understanding of the necessary amendments to be made in the Standard Work Contract annexed to the Migrant Agricultural Labor Agreement of 1951, as amended, in consequence of the agreements arrived at in the exchange of notes effected today.

In reply to your aforementioned note, I should like to state to Your Excellency that the amendments in question do, in fact, refer to Article 3, paragraph 7 of Article 4, paragraph (g) of Article 6, and Article 7 of the Standard Work Contract, and are as follows:

[For the English language text of the amendments stated above, see *ante*, p. 398.]

The present note confirms the foregoing amendments to the Work Contract.

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

JOSÉ GOROSTIZA

His Excellency

FRANCIS WHITE,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
México, D. F.*

*The American Ambassador to the Mexican Acting Secretary
of Foreign Relations*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 817

México, D. F., March 10, 1954

EXCELLENCY:

With reference to the exchange of notes entered into by us today (my note No. 815 and your note No. 20015-1), I desire to set forth our concurrence in the fact that the Migrant Labor Agreement of 1951, As Amended, is basically satisfactory but that further operating experience may well demonstrate areas in which the Agreement

may be improved. To this end the Governments of the United States and México hereby establish a Joint Migratory Labor Commission composed of representatives of interested departments of the two Governments and created for the period beginning with the renewal of that Agreement today and terminating October 31, 1954. This termination date is without prejudice to the extension of the life of the Joint Migratory Labor Commission beyond that date should the two Governments agree that such extension is desirable.

The Joint Migratory Labor Commission shall:

(A) Observe the migrant labor movement between Mexico and the United States in both its legal and illegal aspects, making recommendations to the two Governments for possible improvement in the operation of the Agreement and for methods of deterring the illegal traffic;

(B) Study the advisability of reducing the minimum contracting period for Mexican Workers from six to four weeks and make appropriate recommendations thereon not later than 30 days after the establishment of the Commission;

(C) Study and make recommendations to the two Governments with respect to any other problems that may be referred to the Commission by agreement between both Governments. The two Governments hereby agree to submit to the Commission at the outset the study of (I) the interpretations agreed upon in April 1953 but with respect of which no final action was taken; (II) extension of contracts in excess of 18 months under Article 26 of the Agreement; (III) the enforcement procedure under Article 30 of the Agreement; (IV) the formula proposed by the Embassy of the United States for computing subsistence allowance for Workers; and (V) proposed changes in the maintenance of records under Article 19 of the Work Contract. The Commission shall also make recommendations for the corresponding amendment of the Work Contract necessitated by any recommendations they may make.

It is understood by both Governments that the function of the Commission will be purely to study problems within its jurisdiction, as conferred upon it jointly by the two Governments, and to make recommendations thereon and that it will not be vested with any administrative responsibilities or negotiating powers.

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

FRANCIS WHITE

His Excellency

Señor José Gorostiza,

*Acting Secretary of Foreign Relations,
México, D. F.*

*The Mexican Acting Secretary of Foreign Relations to the
American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MÉXICO

México, D. F., 10 de marzo de 1954

Núm. 20015-3

Señor Embajador:

Me refiero a la atenta nota número 817 de esta fecha, en la que Vuestra Excelencia se sirve manifestarme, en relación con las notas número 815 de esa Embajada y número 20015-1 de esta - Secretaría, cambiadas hoy, que desea dejar constancia de nuestra concurrencia en la estimación de que el Acuerdo sobre Trabajadores Agrícolas Migratorios de 1951, con sus reformas, es básicamente satisfactorio, pero que la experiencia que se adquiera durante su funcionamiento futuro puede mostrar cuestiones en las que el mismo podría ser mejorado.

Me es grato contestar que, en efecto, se coincidió en tal - opinión durante las conversaciones sostenidas por Vuestra Excelencia con el Secretario de Relaciones Exteriores y otros funcionarios de esta Secretaría y que, con base en ella, se acordó establecer -como se hace aquí por medio de este cambio de notas- una Comisión Mixta sobre Trabajadores Migratorios, compuesta por representantes de las Dependencias interesadas de los dos - Gobiernos. La Comisión se crea por un período que empieza hoy

con la renovación del Acuerdo y que terminará el 31 de octubre de 1954, entendiéndose que esta fecha se señala sin perjuicio de ampliar la duración de la Comisión Mixta sobre Trabajadores Migratorios más allá de esa fecha, si los dos Gobiernos están conformes en que tal ampliación es aconsejable.

La Comisión Mixta de Trabajadores Migratorios se ocupará de:

(A) Observar el movimiento de Trabajadores Migratorios entre México y los Estados Unidos en sus aspectos legal e ilegal, haciendo recomendaciones a los dos Gobiernos sobre posibles mejoras en el funcionamiento del Acuerdo y sobre métodos para eliminar el tráfico ilegal;

(B) Estudiar si es aconsejable la reducción del período mínimo de contratación de los trabajadores mexicanos, de seis a cuatro semanas, y hacer recomendaciones apropiadas sobre este particular en un máximo de treinta días después de establecida la Comisión;

(C) Estudiar y hacer recomendaciones a los dos Gobiernos con respecto a cualquier otro problema que pueda ser turnado a la Comisión por acuerdo de los dos Gobiernos.

Los dos Gobiernos están de acuerdo en someter a la Comisión, desde luego, el estudio de (1) las interpretaciones aproba-

das en abril de 1953 con respecto a las cuales no se ha tomado -
acción definitiva; (II) prórroga de contratos por más de 18 meses
conforme al Artículo 26 del Acuerdo; (III) aplicación del procedi-
miento del Artículo 30 del Acuerdo; (IV) sobre una fórmula pro-
puesta por la Embajada de los Estados Unidos para computar las
cuotas de subsistencia de los trabajadores y (V), cambios pro-
puestos sobre los registros a que se refiere la cláusula 19 del --
Contrato de Trabajo. La Comisión también hará recomendacio-
nes sobre las reformas correspondientes del Contrato de Tra-
bajo que se necesiten por causa de cualesquiera recomendaciones
que pueda hacer.

Ambos Gobiernos concuerdan en que la función de la Comi-
sión será únicamente estudiar los problemas de su competencia-
tal como se le han asignado conjuntamente por los dos Gobiernos,
y hacer recomendaciones sobre los mismos, sin que esté inves-
tida de responsabilidades administrativas o facultada para nego-
ciar.

Aprovecho esta oportunidad para renovar a Vuestra Exce-
lencia las seguridades de mi más alta y distinguida consideración,

JOSÉ GOROSTIZA

Excelentísimo Señor FRANCIS WHITE.

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 20015-3

MÉXICO, D. F., March 10, 1954.

MR. AMBASSADOR:

I refer to your courteous note No. 817 of today's date, in which Your Excellency is good enough to inform me, in connection with notes No. 815 from your Embassy and No. 20015-1 from this Ministry, exchanged today, that you wish to set forth our concurrence in the belief that the Migrant Agricultural Labor Agreement of 1951, as amended, is basically satisfactory, but that the experience acquired during its future operation may demonstrate areas in which it could be improved.

I am happy to reply that, in fact, there was concurrence in that opinion during the conversations held by Your Excellency with the Secretary of Foreign Relations and other officials of this Ministry and that, on that basis, it was agreed to establish—as is hereby done through this exchange of notes—a Joint Migratory Labor Commission composed of representatives of interested Departments of the two Governments. The Commission shall be created for a period beginning with the renewal of that agreement today and terminating October 31, 1954, it being understood that this date is without prejudice to the extension of the life of the Joint Migratory Labor Commission beyond that date, should the two Governments agree that such extension is desirable.

The Joint Migratory Labor Commission shall:

[For the English language text of the functions of the Commission, see *ante*, p. 407.]

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

José Gorostiza

His Excellency

FRANCIS WHITE,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
México, D. F.*

The American Ambassador to the Mexican Acting Secretary of Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 818

México, D. F., March 10, 1954

EXCELLENCY:

Referring to the exchange of notes which we made today (my note No. 815 and your reply, note No. 20015-1), I suggest that we agree that the reference in Article 9 of the Agreement of 1951 to Article 16 of the Work Contract is obviously a typographical error and should properly refer to Article 16 of the Agreement.

I also suggest that we record our understanding that Mexican Migratory Workers contracted in the United States during the interim period between the expiration of the Migrant Labor Agreement of 1951, As Amended, and February 8, 1954, all of whose contracts expire not later than March 26, may, if they so desire, be covered at the expiration of their contracts by new contracts under the renewed Agreement.

Will you please be good enough to confirm these two points to me.

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

FRANCIS WHITE

His Excellency

Señor JOSÉ GOROSTIZA,

*Acting Secretary of Foreign Relations,
México, D. F.*

*The Mexican Acting Secretary of Foreign Relations to the
American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

México, D. F., 10 de marzo de 1954.

Núm. 20015-4

Señor Embajador:

En atenta nota No. 818 de esta fecha, Vuestra Excelencia - sugiere, en relación con las notas 815 de esa Embajada y 20015-1 de esta Secretaría, cambiadas el día de hoy, que declaremos que la referencia del artículo 9 del Acuerdo de 1951 a la cláusula 16 - del Contrato de Trabajo es un error tipográfico evidente, ya que debía referirse al artículo 16 del propio Acuerdo.

También sugiere Vuestra Excelencia que dejemos constancia sobre nuestro acuerdo de que los Trabajadores Migratorios Mexicanos que fueron contratados en los Estados Unidos de América durante el período comprendido entre la expiración del Acuerdo sobre Trabajadores Agrícolas Migratorios de 1951 reformado, y el 8 de febrero de 1954, cuyos contratos expirarán todos en fecha no posterior al 26 de marzo, puedan, si así lo desean, obtener nuevos contratos a la expiración de los que tienen, conforme a las estipulaciones del Acuerdo renovado.

En contestación tengo el honor de expresar a Vuestra Exce-

lencia que así se convino en nuestras conversaciones relativas
a la continuación del Acuerdo de 1951 y, en consecuencia, que
así lo confirmo por este cambio de notas.

Aprovecho la oportunidad para renovar a Vuestra Excel-
lencia las seguridades de mi más alta y distinguida considera-
ción.

JOSÉ GOROSTIZA

Excelentísimo Señor FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 20015-4

México, D. F., *March 10, 1954.*

MR. AMBASSADOR

In your courteous note No. 818 of today's date, Your Excellency suggests, in connection with notes 815 from your Embassy and 20015-1 from this Ministry, exchanged today, that we declare that the reference in article 9 of the agreement of 1951 to article 16 of the Work Contract is an obvious typographical error, since it should refer to article 16 of the agreement itself.

Your Excellency also suggests that we record our agreement that Mexican Migratory Workers who were contracted in the United States of America during the period between the expiration of the amended Migrant Agricultural Labor Agreement of 1951 and February 8, 1954, whose contracts will all expire no later than March 26, may, if they so desire, obtain new contracts at the expiration of those they have, in conformity with the provisions of the renewed agreement.

In reply I have the honor to state to Your Excellency that it was so agreed in our conversations relative to the continuation of the agreement of 1951 and that, consequently, I so confirm by the present exchange of notes.

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

José Gorostiza

His Excellency

FRANCIS WHITE,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
México, D F*

TIAS 2933
Dec. 2, 1953,
and Mar. 11, 1954, **MILITARY AVIATION MISSION**
TO EL SALVADOR

**Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR**

Extending Agreement of August 19, 1947

- Effectuated by Exchange of Notes
Signed at San Salvador December 2, 1953,
and March 11, 1954
- Entered into force March 11, 1954;
operative retroactively December 31, 1953

The Salvadoran Under Secretary of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE EL SALVADOR, C. A.

DEPARTAMENTO DE ORGANISMOS
INTERNACIONALES

A-820-D-3147

PALACIO NACIONAL:
San Salvador, 2 de diciembre de 1953.

SEÑOR EMBAJADOR:

La presente nota tiene por objeto solicitar al Ilustrado Gobierno de los Estados Unidos de América, por el digno medio de Vuestra Excelencia y en nombre de mi Gobierno, que el Convenio celebrado entre nuestros dos Gobiernos el día 19 de agosto de 1947, en la ciudad de Washington, D. C., y que fué suscrito por los señores Robert A. Lovett, Secretario de Estado Interino de los Estados Unidos de América, y Carlos A. Siri, Encargado de Negocios a. i. de El Salvador, para el envío a mi país de una Misión Militar Aérea, y que habiendo sido prorrogado varias veces está próximo a terminar, sea nuevamente prorrogado, por dos años más, hasta el 31 de diciembre de 1955.

Al solicitar esta nueva prórroga al Culto Gobierno de los Estados Unidos de América, mi Gobierno desea agradecer asimismo los valiosos servicios prestados hasta la fecha y los que espera han de continuar prestándose por dos años más.

Por el interés que se digne dispensar a esta nota, de antemano rindo a Vuestra Excelencia los agradecimientos más cumplidos, al mismo tiempo que le reitero las seguridades de mi más elevada y distinguida consideración.

CARLOS AZÚCAR CHÁVEZ h.
Carlos Azucar Chavez h.,
Sub-Secretario de Relaciones Exteriores

Excelentísimo señor don MICHAEL McDermott,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.*

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C. A.

DEPARTMENT OF INTERNATIONAL
ORGANIZATIONS
A-820-D-3147

NATIONAL PALACE:
San Salvador, December 2, 1953.

MR. AMBASSADOR:

The purpose of this note is to request of the Government of the United States of America, through Your Excellency's good offices and in the name of my Government, that the Agreement concluded between our two Governments on August 19, 1947 [¹] in the city of Washington, D. C., which was signed by Mr. Robert A. Lovett, Acting Secretary of State of the United States of America, and Mr. Carlos A. Siri, Chargé d'Affaires ad interim of El Salvador, for the assignment of an Air Force Mission to my country, and which will soon expire after having been extended several times, [²] be again extended for two years to December 31, 1955.

In requesting this new extension from the Government of the United States of America, my Government wishes to express its appreciation of the valuable services which have so far been rendered, and which it hopes will continue to be rendered for two more years.

I express in advance my most sincere thanks for the attention that Your Excellency may be good enough to accord this note, and at the same time I renew to you the assurances of my highest and most distinguished consideration.

CARLOS AZÚCAR CHÁVEZ, Jr.
Carlos Azucar Chavez, Jr.,
Under Secretary for Foreign Affairs

His Excellency

MICHAEL McDERMOTT,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

¹ Treaties and Other International Acts Series 1633; 61 Stat. 3002.

² TIAS 2651; 3 UST, pt. 4, p. 4799.

Dec. 2, 1953
Mar. 11, 1954

The American Ambassador to the Salvadoran Acting Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA,
San Salvador, March 11, 1954.

No. 69

EXCELLENCY:

I have the honor to acknowledge the receipt of the Ministry's note no. A-820-D-3147 of December 2, 1953 requesting, in the name of Your Excellency's Government, an additional extension for a period of two years until December 31, 1955, of the Agreement signed at Washington on August 19, 1947, providing for the assignment to El Salvador of a Military Aviation Mission.

I take pleasure in informing Your Excellency that I have been instructed by the Department of State at Washington to reply favorably to your Government's request and that consequently, the Ministry's note of December 2, 1953, and this note in reply thereto will constitute agreement for the extension, effective December 31, 1953, of the Military Aviation Mission for a further period of two years, or until December 31, 1955.

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

MICHAEL J. McDERMOTT

His Excellency

Don ANTONIO ALVAREZ VIDAUERRE,
Acting Minister of Foreign Affairs,
San Salvador.

TIAS 2934
Mar. 20, 1954 **EMERGENCY WHEAT AID**
TO AFGHANISTAN

**Agreement between the
UNITED STATES OF AMERICA
and AFGHANISTAN**

- Effectuated by Exchange of Notes
Signed at Washington March 20, 1954
- Entered into force March 20, 1954

The Secretary of State to the Ambassador of Afghanistan

DEPARTMENT OF STATE

WASHINGTON

March 20, 1954

EXCELLENCY:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Afghanistan regarding the Government of Afghanistan's request for United States foodstuffs to meet an anticipated food shortage in Afghanistan.

Considering the bonds of friendship existing between the peoples of Afghanistan and of the United States, and the desire of the United States to extend concrete manifestation of the American people's sympathetic concern for the welfare of the people of Afghanistan by alleviating Afghanistan's present food difficulties, and recognizing the difficulties confronting the Government of Afghanistan in meeting its food problem with its own resources, the Government of the United States of America is prepared, in accordance with the provisions of the following paragraphs, to transfer certain United States wheat or wheat flour to Afghanistan pursuant to Section 550 of the Mutual Security Act of 1951, as amended, [1] and to utilize afghani funds received by the Government of the United States of America as a result of the transfer of this wheat or flour for the purpose of assisting in the economic development of Afghanistan.

1. The two Governments will enter into arrangements pursuant to Section 550 of the Mutual Security Act of 1951, as amended, for the provision of wheat or wheat flour, in amounts as may be mutually agreed, during the current United States Fiscal Year ending June 30, 1954.

2. The methods, terms, and conditions of the transactions shall be agreed upon between the two Governments from time to time in accordance with procedures established by the Government of the United States of America.

3. The Government of Afghanistan agrees to give full publicity to the conclusion of this Agreement with the Government of the United States and to the arrivals and distribution of the wheat or flour.

4. The Government of Afghanistan will continue to exert diligent efforts to attain the maximum procurement of food grains from

¹ 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

domestic sources. During the period for which this wheat or flour is being supplied, the Government of Afghanistan will not permit the export of wheat or wheat products from Afghanistan and will continue optimum measures to prevent smuggling of wheat.

5. The Government of Afghanistan will arrange for the distribution and consumption of the wheat or flour provided under this Agreement exclusively within the borders of Afghanistan, in areas where United States observation of such distribution will be permitted. The Government of Afghanistan will furnish the Government of the United States of America such information and data as may be requested concerning arrivals and distribution, and will extend to designated representatives of the United States of America freedom to observe and report on the distribution and consumption of such items, including facilities necessary for such observation and reporting. The Government of Afghanistan will receive, upon request of the Government of the United States, a technician who will be assigned for such duties, and will be accorded the same rights, privileges and immunities as are accorded representatives of the United States of America in Afghanistan assigned to duties under the General Agreement for Technical Cooperation between the two Governments.

6. Upon notification, the Government of Afghanistan will deposit to the account of the Government of the United States of America the afghani equivalent of the dollar value of the wheat or flour as specified in the arrangements entered into under paragraph 2 above. Subject to the terms and conditions of any applicable United States legislation, the Government of the United States will make such proceeds available for expenditure upon approval by representatives of both Governments for mutually agreed uses beneficial to the economic development of Afghanistan.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Afghanistan, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of your note in reply.

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

For the Secretary of State:

J. D. JERNEGAN

His Excellency

MOHAMMAD KABIR LUDIN,
Ambassador of Afghanistan.

*The Ambassador of Afghanistan to the Secretary of State*AMBASSADE ROYALE D'AFGHANISTAN
WASHINGTON

MARCH 20, 1954

EXCELLENCY:

I have the honor to acknowledge your Note of March 20, 1954, referring to negotiations which have recently taken place between the Government of the United States of America and the Government of Afghanistan regarding the Government of Afghanistan's request for United States foodstuffs to meet an anticipated food shortage in Afghanistan.

The Government of Afghanistan wishes to extend its sincere appreciation to the American people for its help to alleviate the present food difficulties in Afghanistan, and accepts the provisions as outlined in the above mentioned Note, in regard to the transfer of certain United States wheat and wheat flour to Afghanistan pursuant to Section 550 of the Mutual Security Act of 1951, as amended, and agrees that the afghani funds received by the Government of the United States of America as a result of the transfer of this wheat and flour shall be utilized for the purpose of assisting in the economic development of Afghanistan.

It is the understanding of the Government of Afghanistan that this note in reply to the note of His Excellency the Secretary of State, dated March 20, 1954, shall constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of this note.

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

MOHAMMED KABIR LUDIN
Ambassador of Afghanistan

[SEAL]

TIAS 2935
Dec. 18, 1953,
and Jan. 11, 1954 **EMERGENCY WHEAT AID**
TO LIBYA

**Agreement between the
UNITED STATES OF AMERICA
and LIBYA**

- Effectuated by Exchange of Notes
Signed at Tripoli December 18, 1953,
and January 11, 1954
- Entered into force January 11, 1954

*The American Minister to the Libyan Prime Minister and Minister
of Foreign Affairs*

AMERICAN LEGATION,
TRIPOLI, LIBYA,
December 18, 1953.

EXCELLENCY:

I have the honor to refer to the request of the Government of the United Kingdom of Libya contained in Note Verbale No. 2814 of the Ministry of Foreign Affairs, dated November 24, 1953, requesting the assistance of the Government of the United States of America in providing 2,200 tons of wheat for relief of famine conditions in Libya resulting from a drought which severely affected certain grain producing areas. The Government of the United States of America, recognizing the burden assumed by the Government of the United Kingdom of Libya in seeking to relieve the suffering of its people, is prepared, in the light of this request, to assist the Government of the United Kingdom of Libya in accordance with the following understandings:

It is proposed that:

1. The Government of the United States of America will, subject to terms and conditions of United States legislation applicable to such assistance and to terms and conditions set forth below, furnish to the Government of the United Kingdom of Libya up to 2,200 long tons of wheat in the form of a grant in order to alleviate famine conditions in Libya. The Government of the United Kingdom of Libya shall accept title to the shipment or shipments of this grain upon delivery of the wheat on board a vessel, and shall be responsible for all costs accruing thereafter (other than payment of freight to the port of discharge in Libya).

2. In order to ensure maximum benefits to the people of Libya from the assistance to be furnished hereunder, the Government of the United Kingdom of Libya undertakes to:

A) Prepare, in consultation with representatives of the United States, a plan for free distribution among the people of Libya, and for distribution in work relief projects in Libya,

of the wheat made available under this agreement, and products thereof. Distribution shall be to persons who, by virtue of circumstances beyond their control, are unable to pay for this food.

- B) Pursue all appropriate measures to reduce its relief needs, increase production and supply, and improve the distribution of foodstuffs within Libya in order to lessen the danger of similar emergencies in the future.
- C) Carry out the plan agreed upon, with such modifications as may from time to time be actually agreed to be necessary to achieve famine relief of Libyans.

3. The Governments of the United States of America and of the United Kingdom of Libya will, upon request of either of them, consult regarding any matter relating to the application of this agreement or to operations thereunder. The Government of the United Kingdom of Libya will provide such information as may be necessary to carry out the provisions of this agreement, including a statement of the progress of the assistance received hereunder and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of assistance furnished or contemplated.

4. The Government of the United Kingdom of Libya will give full and continuous publicity in Libya to the objectives and progress of the relief program under this agreement, including information to the people of Libya that this program is evidence of the friendship of the people of the United States for them, and will make public from time to time, full statements of operations hereunder, including information as to the use of assistance received.

5. The Government of the United Kingdom of Libya will permit representatives of the Government of the United States of America to observe, without restriction, the distribution in Libya of wheat made available hereunder, and will provide facilities necessary for observation and review of the administration of this agreement and use of the assistance furnished, and will receive such additional persons as may be necessary for this purpose. Such personnel will be accorded the status specified in Article 5 of the General Agreement between the United States and Libya of January 21, 1952, concerning Technical Assistance.^[1]

6. All or any part of the assistance provided hereunder may be terminated by the Government of the United States of America if it

^[1]Treaties and Other International Acts Series 2524; 3 UST, pt. 3, p. 3912.

is determined that, because of changed conditions, continuation of the assistance is unnecessary or undesirable.

Upon receipt of a Note from Your Excellency indicating that the provisions set forth in this Note are acceptable to the Government of the United Kingdom of Libya, the Government of the United States of America will consider this Note and Your Excellency's reply as constituting an agreement between the two governments. Such agreement shall enter into force on the date of Your Excellency's Note in reply.

HENRY S. VILLARD

His Excellency

SAYYED MAHMOUD MUNTASSER

Prime Minister and Minister of Foreign Affairs

United Kingdom of Libya

Benghazi

The Libyan Prime Minister and Minister of Foreign Affairs to the American Minister

United Kingdom of Libya
MINISTRY OF FOREIGN AFFAIRS
OFFICE OF THE MINISTER

الملكية الليبية المترفة
وزارة الخارجية
كتاب الوزير
بنغازي في ١٦ يناير ١٩٥٢
رقم ٣٥٠

صاحب السعادة ،

أشكرك يا اخيط سعادتك علما بوصول مذكرةكم طارع ١٨
ديسمبر ١٩٥٢ . وفي حين اشكركم على ما امرتم به من تقدير
حكومة الولايات المتحدة للمسئولية التي اخذتها المكرمة
الليبية في افشاء شعبها على اهتمام حوكتم بتقديم مساعدتها .
انه لكم ياباني اخشت علما بمقترحاتكم التالية :

١) تقوم حكومة الولايات المتحدة الامريكية ، مع مراعاة شروط واحكام
تشريعات الولايات المتحدة الخاصة بطل طل السادة ويع مراعاة الشروط
والاحكام الدرجة اسله ، بتزويد حكومة ملكية المملكة الليبية المتحدة
بكمية ٢٠٠ طن من القمح على شكل هبة وذلك لتفيف حالة المجاعة
في ليبيا . وتعيل حكومة المملكة الليبية المتحدة ملكية المملكة
اللائحة من هذا القمح على الغريبة ، وتكون مسؤولة عن جميع
التكليف التي تصرف بعد ذلك (طه) نقل النقل الى مينا التسلیم
في ليبيا .

٢) ولفرض ظمان اعظم قاذدة ملكة الشعب لليبيا من المساعدة المقدمة
بموجب هذا الايصال ، تأخذ حكومة المملكة الليبية المتحدة علما
ما ذهبنا .

أ) عظيم برطاج بالشارب مع سلط الولايات المتحدة لترويج القمح
البرود بموجب هذا الايصال مجانا على اهالي ليبيا ، ولتوزيعه في مشاريع
الاغاثة الفائمة في ليبيا ، ويكون هذا التوزيع على الاشخاص الذين
لا يستطيعون دفع عن هذه الاندية لاسباب قاهرة .

ب) اعفاء جميع التجاريين الالمانية لتفيف الحاجة الى الاغاثة ،
ولزيادة الانتاج وتحسين طريقة تزويج المواد الغذائية داخل القطر الليبي
وذلك لتقليل خطر حدوث مثل هذه الارسال في المستقبل .

ج) تطبق البرنامج المتفق عليه ، مع تلك التعديلات التي يضيق
عليها من حين الى آخر لاغاثة الليبيين من المعاقة .

٣) مستشار حوكتم الولايات المتحدة الامريكية والملكة المتحدة

حضره صاحب السعادة هری س. فیلارد

وزير الولايات المتحدة الامريكية بليبيا

بنغازي

- ٢ -

بناءً على طلب تقدم به احداها للآخر في اية مسألة تتعلق بتطبيق هذا الاعاق او الاجراءات المتعلقة به . تقدم حكومة المملكة الليبية الخدمة كافة المعلومات التي قد تكون ضرورية لتنفيذ احكام هذا الاعاق بما في ذلك التأثير الخاصة بtorrij السادة السنى سطحها الحكومة الليبية بوجوب هذا الاعاق والمعلومات الاخرى التي قد تكون حكومة الولايات المتحدة الامريكية في حاجة اليها لتحديد طبيعة واغراض الاموال التي تنت بوجوب هذا الاعاق لتدبر اجر السادة المقدمة او التي يذكر في عديها .

(٤) عزم حكومة المملكة الليبية المتحدة بذرا اغراض برامج الافاشة والادعى فيها بصورة مستمرة بما في ذلك المعلومات التي توضع للشعب الليبي ان هذا البرنامج دليل على معاقة الشعب الامريكي له ، كما انه على الحكومة الليبية بان تنشر من وقت لآخر بيانات وافية من الاجراءات التي اتى بها بهذا الاعاق بالامانة الى شر العلوم التي من شأنها توضيح استعمال السادة التي تالها فيها (٥) صنع حكومة المملكة الليبية المتحدة لسيطرة الولايات المتحدة الامريكية برؤبة توريس القس في ليبيا بدون قيد ، كما أنها تستند التسهيلات الفررية لبرئتها وراجحة تفزيز هذا الاعاق واستعمال السادة المقدمة وان عقب كذلك الاشخاص الافارين الذين قد يضحي بهم بعد ما نهم ضروريون لهذا الغرض وان يفتح هؤلا الاشخاص بالمنفعة المتوص عنها في المادة (٦) من الاعاق العام بين المملكة الليبية المتحدة الواقع بتاريخ ٢٤ يناير ١٩٥٢ الخاص بالسادة الفنسية . (٦) يجوز لحكومة الولايات المتحدة ان تعرف السادة المتوص بهما في هذا الاعاق او اي جزء منها اذا ما قررت ان استمرارها غير ضروري او غير مرغوب فيه نظرا لتغير الاحوال .

وردا على ذكركم سعادكم المشار إليها اشرف باحاطكم علما بان الحكومة الليبية ترحب بمقترنكم المبين اعلاه وتوافق على ان مذكوري وردى هذا عليها بولانا اتفاقا في الموضوع .

وغلبوا سعادكم بقبول فسائق الاحترام ،


(محمد الناصر)

رئيس الوزراء ووزير الخارجية

Translation

THE UNITED KINGDOM OF LIBYA
MINISTRY OF FOREIGN AFFAIRS
OFFICE OF THE MINISTER

No. 98/400

BENGHAZI, January 11, 1954.

EXCELLENCY:

I have the honor to advise Your Excellency of the receipt of your Note of December 18, 1953. While I thank you for the recognition by the Government of the United States of the burden assumed by the Libyan Government in seeking to relieve the sufferings of its people and for your Government's readiness to render assistance, I advise you that I have taken note of your following propositions:

1. The Government of the United States of America will, subject to terms and conditions of United States legislation applicable to such assistance and to terms and conditions set forth below, furnish to the Government of the United Kingdom of Libya in the amount of 2,200 tons of wheat in the form of a grant in order to alleviate famine conditions in Libya. The Government of the United Kingdom of Libya shall accept title to the shipment or shipments of this grain upon delivery of the wheat on board a vessel, and shall be responsible for all costs accruing thereafter (other than payment of freight to the port of discharge in Libya).

2. In order to ensure maximum benefits to the people of Libya from the assistance to be furnished hereunder, the Government of the United Kingdom of Libya undertakes to:

A) Prepare, in consultation with representatives of the United States, a plan for free distribution among the people of Libya, and for distribution in work relief projects in Libya, of the wheat made available under this agreement, and products thereof. Distribution shall be to persons who, by virtue of circumstances beyond their control, are unable to pay for this food.

B) Pursue all appropriate measures to reduce its relief needs, increase production and supply, and improve the distribution of food-stuffs within Libya in order to lessen the danger of similar emergencies in the future.

C) Carry out the plan agreed upon, with such modifications as may from time to time be actually agreed to be necessary to achieve famine relief of Libyans.

3. The Governments of the United States of America and of the United Kingdom of Libya will, upon request of either of them, consult regarding any matter relating to the application of this agreement or to operations thereunder. The Government of the United Kingdom of Libya will provide such information as may be neces-

sary to carry out the provisions of this agreement, including a statement of the progress of the assistance received hereunder and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of assistance furnished or contemplated.

4. The Government of the United Kingdom of Libya will give full and continuous publicity in Libya to the objectives and progress of the relief program under this agreement, including information to the people of Libya that this program is evidence of the friendship of the people of the United States for them, and will make public from time to time, full statements of operations hereunder, including information as to the use of assistance received.

5. The Government of the United Kingdom of Libya will permit representatives of the Government of the United States of America to observe, without restrictions, the distribution in Libya of wheat made available hereunder, and will provide facilities necessary for observation and review of the administration of this agreement and use of the assistance furnished, and will receive such additional persons as may be necessary for this purpose. Such personnel will be accorded the status specified in Article 5 of the General Agreement between the United States and Libya of January 24, 1952, [¹] concerning Technical Assistance.

6. All or any part of the assistance provided hereunder may be terminated by the Government of the United States of America if it is determined that, because of changed conditions, continuation of the assistance is unnecessary or undesirable.

In reply to Your Excellency's Note under reference I have the honor to advise that the Libyan Government welcomes your above-noted propositions and agrees that your Note and this reply to it shall constitute an agreement on the subject.

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

MAHMOUD AL-MUNTASSER
*Prime Minister and
Minister of Foreign Affairs*

His Excellency

HENRY S. VILLARD,

*Minister of the U. S. A. in Libya,
Benghazi.*

¹ Should read "January 21, 1952."

TIAS 2936
Jan. 15 and
Feb. 9, 1953 **MILITARY BASES**
IN THE PHILIPPINES

Agreement between the
UNITED STATES OF AMERICA
and the REPUBLIC OF THE PHILIPPINES

**Amending Agreement of December 29,
1952**

- Effectuated by Exchange of Notes
Signed at Manila January 15 and
February 9, 1953
- Entered into force February 9, 1953

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, January 15, 1953

EXCELLENCY:

I have the honor to refer to my note of December 29, 1952 [¹] proposing the exemption of United States military agencies and their instrumentalities including their authorized contractors from the contractor's tax of 3%, the excise or compensating tax of 7% and upwards, the foreign exchange tax of 17%, and the import licensing formality and fee of 2% in respect of goods and services imported by such agencies and instrumentalities from abroad or procured locally from importers, manufacturers and producers either by such agencies and instrumentalities directly or through the agency of private contractors acting for and in their behalf, provided that such goods and services are exclusively destined for and actually utilized in the construction, operation, maintenance and defense of the bases, and provided further that such exemptions are subject to the conditions specified in my note under reference.

A review of my Government's proposal has disclosed that mention of the 17% foreign exchange tax was inadvertently omitted as one of the exemptions also subject to the conditions prescribed before such an exemption may be granted. Accordingly, I have the honor to propose that the opening sentence of the first paragraph on page 2 of my note of December 29, 1952 be amended to incorporate mention of this particular tax as follows: (proposed amendment underscored)

"In case of the contractor's tax of 3%, the excise or compensating tax of 7% and upwards, the foreign exchange tax of 17% and the import licensing formality and fee of 2%, the Philippine Government requires of the United States base commanders concerned or their respective contracting officers, etc."

I would appreciate if Your Excellency's Government could accept the above-indicated amendment of my note under reference and this note together with Your Excellency's concurrence thereto taken as integral parts of the original understanding of our respective Governments regarding these exemptions.

¹ Treaties and Other International Acts Series 2739; 3 UST, pt. 4, p. 5334.

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

J M ELIZALDE
J. M. Elizalde
Secretary

His Excellency

R. A. SPRUANCE

*Ambassador of the United States of America
Manila*

The American Ambassador to the Philippine Secretary of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Manila, February 9, 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated January 15, 1953 proposing an amendment to the opening sentence of the first paragraph on page two of Your Excellency's note of December 29, 1952 which concerned the exemption of United States military agencies and instrumentalities from certain Philippine taxes. The cited paragraph reads as follows (proposed amendment underscored) :

"In case of the contractor's tax of 3%, the excise or compensating tax of 7% and upwards, the foreign exchange tax of 17% and the import licensing formality and fee of 2%, the Philippine Government requires of the United States base commanders concerned or their respective contracting officers, etc."

I wish to inform Your Excellency that the foregoing amendment is acceptable to my Government which, together with the note under reference, is considered by my Government to be an integral part of the original understanding regarding the exemptions.

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

R. A. SPRUANCE

His Excellency

JOAQUIN M. ELIZALDE,

*Secretary of Foreign Affairs,
Republic of the Philippines.*

**TERMINATION OF RECIPROCAL TRADE
AGREEMENT OF JULY 21, 1942**

TIAS 2937
Nov. 30, 1953,
and Jan. 7 and
Mar. 17, 1954

**Agreement between the
UNITED STATES OF AMERICA
and URUGUAY**

- Effectuated by Exchange of Notes
Signed at Montevideo November 30, 1953
- Operative December 28, 1953

and

- Related Exchange of Notes
Signed at Montevideo January 7 and
March 17, 1954

The American Ambassador to the Uruguayan Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 99

Montevideo, November 30, 1953.

EXCELLENCY:

I have the honor to refer to the signature of the Annecy [1] and Torquay [2] protocols of the General Agreement on Tariffs and Trade (GATT) [3] by representatives of Uruguay on November 16, 1953.

In this connection, I have been instructed to refer to discussions between the Uruguayan and the United States delegations at Annecy and Torquay respecting termination of the Reciprocal Trade Agreement between the United States and Uruguay signed at Montevideo on July 21, 1942, [4] and to propose to the Uruguayan Government the termination of this Trade Agreement by means of an exchange of notes.

Since the Governments of the United States of America and the Oriental Republic of Uruguay have carried out tariff negotiations which have culminated in the adhesion of Uruguay to GATT, to which the United States of America is already a contracting party, I therefore propose on behalf of my Government that:

The Reciprocal Trade Agreement between the United States of America and the Oriental Republic of Uruguay, signed at Montevideo on July 21, 1942, shall terminate on December 16, 1953, [5] the date on which the Oriental Republic of Uruguay becomes a contracting party to the GATT as defined in Article XXXII thereof.

Should this proposal be acceptable to Your Excellency's Government, the Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments to the termination of the Trade Agreement as set forth above.

¹ Treaties and Other International Acts Series 2100; 64 Stat., pt. 3, p. 3139.

² TIAS 2420; 3 UST 588.

³ TIAS 1700; 61 Stat., pts. 5 and 6.

⁴ Executive Agreement Series 276; 56 Stat. 1624.

⁵ Termination operative Dec. 28, 1953; see *post*, p. 439.

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

DEMPSTER MCINTOSH

His Excellency

Dr. FRUCTUOSO PITTLUGA
Minister of Foreign Affairs
Montevideo

The Uruguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO
DE
RELACIONES EXTERIORES
CABILDO

MONTEVIDEO, noviembre 30 de 1953

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a la nota de Vuestra Excelencia de 30 de noviembre último relativa a la firma por el Uruguay de los protocolos de Annecy y Torquay al Acuerdo General de Aranceles y Comercio (GATT) y a la terminación del Convenio Comercial entre la República Oriental del Uruguay y los Estados Unidos de América, firmado en Montevideo el 21 de julio de 1942, nota que textualmente dice así en su traducción española:

“Montevideo, noviembre 30 de 1953. No. 99.—

Excelencia:

Tengo el honor de hacer referencia a la firma de los protocolos de Annecy y Torquay al Acuerdo General de Aranceles y Comercio (GATT) el 16 de noviembre de 1953 por representantes del Uruguay.

A este respecto, he recibido instrucciones de referirme a las conversaciones sostenidas entre las delegaciones del Uruguay y de los Estados Unidos en Annecy y Torquay sobre la terminación del Acuerdo Comercial Recíproco entre los Estados Unidos y el Uruguay, firmado en Montevideo el 21 de julio de 1942, y proponer para la consideración del Gobierno uruguayo la terminación de este Acuerdo por medio de un cambio de notas.

Puesto que los gobiernos de los Estados Unidos de América y la República Oriental del Uruguay han efectuado gestiones arancelarias que han culminado en la adhesión del Uruguay a GATT, del cual los Estados Unidos de América es ya una parte contratante, propongo, en nombre de mi Gobierno, que:

El Acuerdo Comercial Recíproco entre los Estados Unidos de América y la República Oriental del Uruguay, firmado en Montevideo el 21 de julio de 1942, sea terminado el 16 de diciembre de

1953, fecha en la cual la República Oriental del Uruguay llega a ser una parte contratante a GATT de acuerdo con el artículo XXXII del mismo.

En caso de que esta propuesta sea aceptable al Gobierno de Vuestra Excelencia, el Gobierno de los Estados Unidos de América considerará que la nota presente y vuestra nota de aceptación en respuesta a la misma, constituirán un acuerdo entre nuestros dos Gobiernos para la terminación del Convenio Comercial citado.

Acepte Vuestra Excelencia, las renovadas seguridades de mi más alta consideración. (Fdo.) DEMPSTER MACINTOSH"

Me es honroso contestar a Vuestra Excelencia expresándole la conformidad del Gobierno Uruguayo acerca de los términos de la nota que dejo reproducida.

Me valgo de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

F PITALUGA

A Su Excelencia,
El Señor DEMPSTER MACINTOSH,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Montevideo*

Translation

MINISTRY OF FOREIGN AFFAIRS
CABILDO

MONTEVIDEO, November 30, 1953

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note of November 30, 1953, with reference to the signature by Uruguay of the Annecy and Torquay protocols of the General Agreement on Tariffs and Trade (GATT) and the termination of the Trade Agreement between the Oriental Republic of Uruguay and the United States of America signed at Montevideo on July 21, 1942, which note, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 436.]

I have the honor to reply to Your Excellency and to express to you the concurrence of the Uruguayan Government in the terms of the note as quoted above.

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

F PITTLUGA

His Excellency

DEMPSTER MCINTOSH,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Montevideo.*

The American Ambassador to the Uruguayan Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES
OF AMERICA
MONTEVIDEO, URUGUAY

No. 169

January 7, 1954.

EXCELLENCY:

I have the honor to refer to my note of November 30, 1953, relating to the termination of the bi-lateral Trade Agreement between the Oriental Republic of Uruguay and the United States of America and to Your Excellency's reply thereto of the same date which was delivered to this Embassy on December 28, 1953.

In this connection, I should like to emphasize that the original proposal contained in the Embassy's note of November 30 to the effect that the Trade Agreement should terminate on December 16 was based on the assumption that no obstacles existed to the prompt termination by the United States of the bi-lateral Trade Agreement with Uruguay and Proclamation by the President of the United States of the concessions negotiated under GATT.

However, as was made known to Your Excellency, difficulties arose in the United States in connection with this procedure, and completion of the exchange of notes was delayed at my request in order that a mutually satisfactory solution might be found. This exchange of notes was completed on December 28, when Your Excellency's note referred to above was received.

In view of these circumstances and the changes in the situation, of which you are aware, I am instructed to inform Your Excellency that it is the opinion of my Government that the Trade Agreement remained in full effect until December 28, 1953, upon which date it was terminated as the result of the conclusion of exchange of notes to which I have referred.

I should like to take this opportunity to express my appreciation for the consideration and cooperation which Your Excellency has extended in connection with this matter.

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

DEMPSTER MCINTOSH

His Excellency

Dr. FRUCTUOSO PITALUGA,
Minister of Foreign Affairs,
Montevideo.

The Uruguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO
DE
RELACIONES EXTERIORES
CABILDO

Dept. E. Comercial.
341-934-398

MONTEVIDEO, 17 de marzo de 1954.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia, N°. 169, de fecha 7 de enero ppdo., relacionada con la terminación del Convenio Comercial bi-lateral de 21 de julio de 1942, entre el Uruguay y los Estados Unidos de América.

En respuesta, me es grato manifestarle que dicha nota ha sido puesta en conocimiento del Ministerio de Hacienda y del Banco de la República.

Me valgo de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

Por el Ministro

LUIS GUILLOT

Luis Guillot
Director General

A Su Excelencia,

El Señor DEMPSTER MC-INTOSH,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.-
Montevideo*

*Translation*MINISTRY OF FOREIGN AFFAIRS
CABILDOTrade Department.
341-934-398

MONTEVIDEO, March 17, 1954.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 169 of January 7, 1954, in connection with the termination of the bilateral Trade Agreement of July 21, 1942, between Uruguay and the United States of America.

In reply I take pleasure in informing you that the said note has been brought to the attention of the Ministry of Finance and the Bank of the Republic.

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

For the Minister

LUIS GUILLOT

Luis Guillot

Director General

His Excellency

DEMPSTER MCINTOSH,

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

TIAS 2938
Jan. 17 and
Feb. 28, 1952 **EDUCATION**

**Cooperative Program in Bolivia
Additional Financial Contributions**

**Agreement between the
UNITED STATES OF AMERICA
and BOLIVIA**

- Effectuated by Exchange of Notes
Signed at La Paz January 17 and
February 28, 1952
- Entered into force February 28, 1952

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

AMERICAN EMBASSY,
La Paz, January 17, 1952.

No. 121

EXCELLENCY:

I have the honor to refer to the agreement between our two governments effected by the exchange of notes signed at La Paz, Bolivia on October 16, 1950 and November 22, 1950 [¹] as supplemented by means of an Extension Agreement entered into on November 27, 1950 [²] providing for the continuation of the cooperative education program in Bolivia through June 30, 1955 and specifying the contributions to be made by our respective governments to the Servicio Cooperativo Interamericano de Educación (hereinafter called the "Servicio") for the period ending June 30, 1951. By a supplemental exchange of notes (dated August 14, 1951 and November 9, 1951,) [³] arrangements have been made for contributions by our respective Governments for the period July 1, 1951 through December 31, 1951.

I am authorized by my Government to propose that the United States of America contribute, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, \$83,754 (eighty-three thousand, seven hundred and fifty-four dollars) to the Servicio for the period January 1, 1952 through June 30, 1952 on the condition that your Government will contribute Bs. 13,808,775 (Thirteen million, eight hundred eight thousand, seven hundred seventy-five bolivianos) during the same period.

In the period July 1, 1952 through December 31, 1952, the Government of the United States of America through the Institute of Inter-American Affairs of the Technical Cooperation Administration proposes to contribute to the Servicio, \$30,000, subject to the availability of funds, on the condition that your Government will contribute for the same period Bs. 4,990,837. Thus the contribution of The Institute of Inter-American Affairs for the calendar year 1952 will amount to \$113,754 and the contribution of the Bolivian Government for the same year will amount to Bs. 18,799,612.

¹ Treaties and Other International Acts Series 2364; 2 UST 2495. The "October 16, 1950" note is printed as "undated."

² Not printed.

³ TIAS 2449; 3 UST, pt. 2, p. 2802.

The amount of the Bolivian contribution has been reached by maintaining the same ratio of the Bolivian contribution to the U. S. contribution that was in effect during the twelve months period, July 1, 1950 through June 30, 1951. The material figures and calculations appear in the enclosure to this note.

It is contemplated that these contributions shall be made in monthly installments for the period January 1, 1952 through December 31, 1952. The contributions herein provided are in addition to the contributions to the Servicio which our respective Governments have agreed to make in prior agreements, and shall be made subject to the terms of the Basic Agreement of the cooperative education program, [¹] as amended, [²] concluded by the Government of Bolivia and The Institute of Inter-American Affairs in September 1944.

In addition to the contributions to the Servicio provided for herein, my Government agrees during the period July 1, 1951 through June 30, 1955, without reference to specific amounts for the period beyond July 1, 1951, and subject to the availability of funds beyond June 30, 1952, to make available, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, the funds necessary to pay the salaries and other expenses of the members of the Field Party of the Institute, as well as such other expenses of an extraordinary nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Servicio.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

Enclosure: As stated

THOMAS J. MALEADY

His Excellency,

Col. ANTONIO SUÁREZ C.,
Minister of Foreign Affairs,
La Paz

¹ See TIAS 2181; 2 UST 409.

² Not printed.

Enclosure

The calculation is as follows:

Actual contribution to Servicio

July 1, 1950 through June 30, 1951

United States	\$27,500
Bolivia	Bs. 4,578,750.—

Proposed contribution to Servicio

July 1, 1951 through June 30, 1952 By means of an exchange of notes dated August 14, 1951 and November 9, 1951 it has been agreed that from July 1, 1951 through Dec. 31, 1951 the U. S. contribution would be

13,746

The Bolivian contribution would be 2,400,00.—

Jan. 1, 1952 through June 30, 1952

United States offers	83,754
Bolivia would contribute	13,808,775.—

Total proposed U. S. contribution

July 1, 1951 through June 30, 1952	97,500
---------------------------------------	--------

Total proposed Bolivian contribution

July 1, 1951 through June 30, 1952	16,208,775.—
---------------------------------------	--------------

If we compare \$97,500, the proposed U. S. contribution for July 1, 1951 through June 30, 1952, with \$27,500, the actual U. S. contribution for July 1, 1950 through June 30, 1951, we find that the proposed contribution (July 1, 1951 through June 30, 1952) is 3.54 times the amount of the actual contribution for the preceding period.

If the same ratio of contributions to Servicio is maintained by the two governments, the actual Bolivian contribution for July 1, 1950 through June 30, 1951 must be multiplied by 3.54; 3.54 X Bs. 4,578,750=Bs. 16,208,775. Thus, the Bolivian contribution for July 1, 1951 through June 30, 1952 would be 16,208,775. Since it has been agreed by exchange of notes that Bs. 2,400,000 would be contributed by the Bolivian Government for the period July 1, 1951 through Dec. 31, 1951 the difference between Bs. 16,208,775 and Bs. 2,400,000 or Bs. 13,808,775 should be the amount to be contributed by the Bolivian government to Servicio for the period Jan. 1, 1952 through June 30, 1952 to match the proposed contribution for Servicio by the U. S. Government through the Institute of Inter-American Affairs of the Technical Cooperation Administration.

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

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

TC y ONU 134-

LA PAZ, 28 de febrero de 1952

SEÑOR ENCARGADO DE NEGOCIOS:

En relación a la última parte de mi nota No. TC y ONU 42, fechada el 24 de enero último, tengo el honor de transcribir a Vuestra Señoría, el oficio dirigido a este Despacho por el Ministro de Educación, que dice:

"La Paz, 16 de febrero de 1952

Al señor Ministro de Estado en el Despacho de Relaciones Exteriores,
—Presente.—Señor Ministro:

Respondiendo a su oficio No. 23, TC y ONU, de 24 de enero último, relativo a la nota No. 121 de 17 del mismo mes, dirigida a usted por el Representante Diplomático de los Estados Unidos de Norte América, acerca del incremento de los recursos destinados al Servicio Cooperativo Interamericano de Educación, que asciende a US\$ 113.754 (moneda norteamericana) y Bs. 18.799.612.-, para el período comprendido entre el 10. de julio de 1951 y el 31 de diciembre de 1952, tengo el agrado de comunicarle mi conformidad.

En consecuencia, el Ministerio a mi cargo, previo estudio de antecedentes, posibilidades y conveniencias, ha firmado el convenio complementario respectivo.

Aprovecho esta oportunidad para saludar a Ud. atentamente y confirmarle las seguridades de mi más alta consideración.—(Fdo) Tcnl. Carlos Alberto Ocampo S., Ministro de Educación".

Reitero a Vuestra Señoría, con este motivo, los sentimientos de mi consideración distinguida.

AN SUÁREZ CASTEDO.

Al señor THOMAS J. MALEADY,

*Encargado de Negocios a. i. de los Estados Unidos de América,
Presente.*

Translation

REPUBLIC OF BOLIVIA

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

TC and ONU 134

LA PAZ, February 28, 1952

MR. CHARGÉ D'AFFAIRES:

With reference to the last part of my note No. TC and ONU 42, dated January 24, 1952, I have the honor to reproduce the communication addressed to this Ministry by the Minister of Education, which reads as follows:

"La Paz, February 16, 1952

"To the Minister of State for Foreign Affairs,
"City.

"Mr. Minister:

"In reply to your communication No. 23, TC and ONU, of January 24, 1952, regarding note No. 121 of the 17th of the same month ['] addressed to you by the Diplomatic Representative of the United States of America in connection with the increase in the funds allocated to the Servicio Cooperativo Interamericano de Educación, which amounts to \$113,754 (U.S. currency) and 18,799,612 bolivars for the period from July 1, 1951, to December 31, 1952, I have the honor to inform you of my approval.

"Consequently, the Ministry in my charge has signed the supplementary agreement in question after considering the antecedents, possibilities, and advantages.

"I avail myself of this opportunity to present my compliments to you and to confirm the assurances of my highest consideration.

"(Sgd.) Lt. Col. CARLOS ALBERTO OCAMPO S.
"Minister of Education"

On this occasion I renew to you, Sir, the sentiments of my distinguished consideration.

AN SUÁREZ CASTEDO.

Mr. THOMAS J. MALEADY,
Charge d'Affaires ad interim of
the United States of America,
City.

¹ Not printed.

TIAS 2939
June 30, 1952 **EDUCATION**

**Cooperative Program in Bolivia
Additional Financial Contributions**

**Agreement between the
UNITED STATES OF AMERICA
and BOLIVIA**

- Effectuated by Exchange of Notes
Signed at La Paz June 30, 1952
- Entered into force June 30, 1952

*The American Ambassador to the Bolivian Minister for Foreign Affairs
and Worship*

No. 185

AMERICAN EMBASSY,
La Paz, June 30, 1952

EXCELLENCY:

I have the honor to refer to an agreement providing for a cooperative program in the field of Education signed on behalf of our two Governments at La Paz in September 1944,[¹] as subsequently modified and extended [²] and to exchange of notes between our respective Governments, dated August 14, 1951; [³] and January 17, 1952 and February 28, 1952. [⁴] I am pleased to inform your Excellency that additional funds are available for the purpose of providing quickly for the physical facilities which are essential to the technical operations of this program. The purposes of this program are to further the general welfare of the peoples of our respective countries and to strengthen still further the bonds of friendship and understanding between them.

I am authorized by my Government to propose that the United States of America contribute, through the Institute of Inter-American Affairs of the Technical Cooperation Administration, \$75,000 (seventy-five thousand dollars) in currency of the United States of America, to the program for the period through June 30, 1952, on the condition that your Government will contribute Bs 7,500,000 (Seven million, five hundred thousand Bolivianos) during the same period. These contributions are to be in addition to any contributions made or agreed to be made heretofore to the program.

The contributions herein provided shall be made by the two governments subject to the terms of the aforementioned education program agreement concluded by the Ministry of Education and the Institute of Inter-American Affairs as modified and extended, and subject to such further agreements, embodying technical details, as may be entered into between the Ministry of Education of Bolivia and The

¹ Treaties and Other International Acts Series 2181; 2 UST 409.

² TIAS 2182; 2 UST 415; TIAS 2183; 2 UST 418; and TIAS 2364; 2 UST, pt. 2, p. 2495.

³ TIAS 2449; 3 UST, pt. 2, p. 2802. Reply note is dated Nov. 9, 1951.

⁴ TIAS 2988; *ante* p. 442.

Institute of Inter-American Affairs of the Technical Cooperation Administration and which may, for the purposes of these contributions, further modify previous agreements.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

I avail myself of this opportunity to renew to your Excellency the assurance of my highest and most distinguished consideration.

EDWARD J. SPARKS

His Excellency,

Dr. WALTER GUEVARA ARZE,
Minister for Foreign Affairs and Worship,
La Paz

The Bolivian Minister for Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

Número: P. E. 329-

LA PAZ, 30 de junio de 1952.

SEÑOR EMBAJADOR:

Tengo el agrado de acusar recibo de la atenta nota de Vuestra Excelencia número 185, del día de hoy, cuyo texto es el siguiente:

"Excelentísimo Señor: Tengo el honor de referirme al convenio que estipula un programa cooperativo en el campo de la educación, firmado en nombre de nuestros dos Gobiernos en La Paz en septiembre de 1944, modificado y prolongado posteriormente, y al cambio de notas entre nuestros respectivos Gobiernos en fecha 14 de agosto de 1951; enero 17 de 1952 y febrero 28, 1952, siéndome grato informar a Vuestra Excelencia que los fondos adicionales se encuentran disponibles para sufragar rápidamente los gastos que demandan las necesidades materiales esenciales para la ejecución técnica de este programa, cuyo objetivo es fomentar el bienestar general de los pueblos de nuestros respectivos países y reforzar los lazos de amistad y entendimiento entre ellos.—Estoy, pues, autorizado por mi Gobierno para proponer que los Estados Unidos de América contribuyan para tal fin,

por intermedio del Instituto de Asuntos Interamericanos de la Administración Técnica de Cooperación, con la suma de \$75.000.—(setenta y cinco mil dólares) en moneda de los Estados Unidos de América, por el período que termina el 30 de junio de 1952, a condición de que Vuestro Gobierno contribuya con la suma de Bs. 7.500.000.—(siete millones quinientos mil bolivianos) durante el mismo período.— Estas contribuciones serán supletorias a cualquier contribución que se hubiera pactado hasta ahora para tal programa.

Las contribuciones aquí estipuladas serán hechas por los dos Gobiernos de conformidad con las condiciones del aludido programa de educación, pactado por el Ministro de Educación y el Instituto de Asuntos Interamericanos, en sus formas modificadas y prolongadas, y sujetas a aquellos nuevos convenios que comprendan detalles técnicos y que puedan estipularse entre el Ministerio de Educación de Bolivia y el Instituto de Asuntos Interamericanos de la Administración Técnica de Cooperación, con el objetivo señalado por las contribuciones y que puedan modificar más aún previos convenios.—Estimaré mucho se digne hacerme conocer el pensamiento de Vuestro Gobierno respecto a la aceptabilidad de la propuesta que antecede.—El Gobierno de los Estados Unidos considerará la presente nota y la respuesta que merezca, en caso de conformidad, como un convenio establecido entre nuestros dos Gobiernos el que entrará en vigor en la fecha de vuestra respuesta.—Aprovecho de esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y muy distinguida consideración.—(Fdo.) Edwards J. Sparks.—Al Excelentísimo señor doctor Walter Guevara Arze, Ministro de Relaciones Exteriores.— Presente".

En respuesta a su comunicación que acabo de transcribir, tengo el honor de informarle que el Gobierno de la República de Bolivia, acepta la propuesta hecha en ella y, de acuerdo con lo sugerido por Vuestra Excelencia, tanto su nota como esta respuesta, serán consideradas por nuestros dos Gobiernos como un convenio, el mismo que entrará en vigencia a partir de la fecha.

Reitero a Vuestra Excelencia, con este motivo, las seguridades de mi más alta y distinguida consideración.

W GUEVARA A

Al Excelentísimo señor EDWARDS J. SPARKS,

*Emabajador Extraordinario y Plenipotenciario de los
Estados Unidos de América,
Presente.—*

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

Number: P. E. 329

LA PAZ, June 30, 1952.

MR. AMBASSADOR:

I take pleasure in acknowledging the receipt of Your Excellency's courteous note No. 185, dated today, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 449.]

In reply to your communication that I have just transcribed, I have the honor to inform you that the Government of the Republic of Bolivia accepts the proposal made therein and, in accordance with Your Excellency's suggestion, both your note and this reply shall be considered by our two Governments as an agreement, which shall enter into force on this date.

I renew to Your Excellency, on this occasion, the assurances of my highest and most distinguished consideration.

W GUEVARA A

His Excellency

EDWARD J. SPARKS,

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

MILITARY ASSISTANCE

**TIAS 2940
Apr. 23, 1954**

Agreement between the UNITED STATES OF AMERICA and NICARAGUA

- Signed at Managua April 23, 1954
- Entered into force April 23, 1954

Bilateral Military Assistance Agreement

The Governments of the United States of America and
of Nicaragua,

Conscious of their pledges under the Inter-American
Treaty of Reciprocal Assistance^[1] and other international
instruments to assist any American State subjected to an
armed attack and to act together for the common defense
and for the maintenance of the peace and security of the
western Hemisphere;

Desiring to foster international peace and security
within the framework of the Charter of the United Nations^[2]
through measures which will further the ability of nations
dedicated to the purposes and principles of the Charter to
participate effectively in arrangements for individual and
collective self-defense in support of those purposes and
principles;

Reaffirming their determination to give their full
cooperation to the efforts to provide the United Nations
with armed forces as contemplated by the Charter and to
obtain agreement on universal regulation and reduction

^[1] Treaties and Other International Acts Series 1838; 62 Stat., pt. 2, p. 1681.

^[2] Treaty Series 993; 59 Stat. 1031.

of armaments under adequate guarantee against violation;

Taking into consideration the support that the Government of the United States of America has brought to these principles by enacting legislation which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the conditions which will govern the furnishing of such assistance by one Government to the other;

Have agreed as follows:

Article I

1. Each Government will make or continue to make available to the other, and to such additional governments as the parties hereto may in each case agree upon, such equipment, materials, services, or other military assistance as the Government furnishing such assistance may authorize and in accordance with such terms and conditions as may be agreed. The furnishing of any such assistance as may be authorized by either party hereto shall be consistent with the Charter of the United Nations. Such assistance shall be so designed as to promote the defense of the Western Hemisphere and be in accordance with defense plans under which both Governments will participate in missions important to the defense of the Western Hemisphere. Assistance made

available by the Government of the United States of America pursuant to this Agreement will be furnished under the provisions; and subject to all the terms, conditions and termination provisions of applicable United States legislation. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Nicaragua undertakes to make effective use of assistance received from the Government of the United States of America pursuant to this Agreement for the purpose of implementing defense plans, accepted by the two Governments, under which the two Governments will participate in missions important to the defense of the Western Hemisphere, and will not, without the prior agreement of the Government of the United States of America, devote such assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement and no longer required for the purposes for which it was originally made available (except equipment and materials furnished under terms requiring reimbursement) will be returned to the Government which furnished such assistance for appropriate disposition.

4. In the common security interest of both Governments,

the Government of Nicaragua undertakes not to transfer to any person not an officer or agent of such Government, or to any other Government, title to or possession of any equipment, materials, or services furnished to it by the Government of the United States of America under this Agreement, without the prior agreement of the Government of the United States of America.

5. The two Governments will establish procedures whereby the Government of Nicaragua will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States of America so that such funds shall not, except as may otherwise be mutually agreed, be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

6. Each Government will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or information furnished by the other Government pursuant to this Agreement.

Article II

Each Government will take appropriate measures consistent with security to keep the public informed of

operations under this Agreement.

Article III

The two Governments will, upon request of either of them, negotiate appropriate arrangements relating to the exchange of patent rights and technical information for defense in order to expedite such exchanges and at the same time protect private interests and maintain security safeguards.

Article IV

1. The Government of Nicaragua will make available to the Government of the United States of America Nicaraguan currency in an amount to be agreed for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of this Agreement.

The two Governments will forthwith initiate discussions with a view to determining the amount of such Nicaraguan currency and to agreeing upon arrangements for the furnishing of such Nicaraguan currency.

2. The Government of Nicaragua will, except as otherwise agreed, grant duty-free treatment and exemption from internal taxation upon importation or exportation to products, property, materials, or equipment imported into its territory in connection with this Agreement or any similar agreement between the United States of America and any other country receiving military assistance.

3. The operations and expenditures effected in Nicaragua

by or on behalf of the Government of the United States of America for the common defense effort including those carried out as a consequence of any other foreign aid program will be relieved from all taxation. To this end the Government of Nicaragua will prescribe pertinent procedures satisfactory to both Governments.

Article V

1. Each Government agrees to receive personnel of the other Government who will discharge responsibilities of the other Government in connection with the implementation of this Agreement. Such personnel will be accorded facilities to observe the progress of assistance furnished pursuant to this Agreement. Such personnel who are nationals of that other country, including personnel temporarily assigned, will, in their relations with the Government of the country to which they are assigned, operate as a party of the Embassy under the direction and control of the Chief of the Diplomatic Mission of the Government of the sending country, and shall be accorded all privileges and immunities conferred by international custom to Embassy personnel of corresponding rank. Privileges and courtesies incident to diplomatic status, such as diplomatic automobile license plates, inclusion on the "diplomatic list", and social courtesies may be waived by

the sending Government for its personnel other than the senior military member and the senior Army, Navy and Air Force officer and their respective immediate deputies.

2. The two Governments will negotiate arrangements for classification of personnel and for appropriate notification thereof to the host Government.

3. The Government of Nicaragua will grant, upon request of the Chief of the Diplomatic Mission of the Government of the United States, exemption from import and export duties on articles imported for the personal use of such personnel and of members of their families and will take adequate administrative measures to facilitate and expedite the importation and exportation of the personal property of such individuals and their families.

Article VI

Existing arrangements relating to Armed Forces missions of the United States of America established under other instruments are not affected by this Agreement and will remain in full force.

Article VII

In conformity with the principle of mutual aid, under which the two Governments have agreed as provided in Article I, to furnish assistance to each other, the Government of Nicaragua agrees to facilitate the production and transfer to the Government of the United States of America for such period of time, in such

quantities and upon such terms and conditions as may be agreed upon, of raw and semi-processed materials required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Nicaragua and in territories under its sovereignty. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Nicaragua.

Article VIII

In the interest of their mutual security, the Government of Nicaragua will cooperate with the Government of the United States of America in measures designed to control trade with nations which threaten the security of the Western Hemisphere.

Article IX

The two Governments reaffirm their determination to join in promoting international understanding and goodwill and maintaining world peace, to proceed as may be mutually agreed upon to eliminate causes of international tension, and to fulfill the military obligations assumed under multilateral or bilateral agreements and treaties to which both are parties.

The Government of Nicaragua will make the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its defensive strength as well as that of the free world, and will

take all reasonable measures which may be needed to develop its defense capacities.

Article X

Whereas this Agreement, having been negotiated and concluded on the basis that the Government of the United States of America will extend to the other party thereto the benefits of any provision in a similar agreement concluded by the Government of the United States of America with any other American Republic, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that its provisions may conform, in whole or in part, to the corresponding provisions of any similar Military Assistance Agreement, or agreements amendatory thereto, concluded with an American Republic.

Article XI

1. This Agreement shall enter into force on the date of signature, and shall continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Article I, paragraphs 2 and 4 and arrangements made pursuant to the provisions of Article I, paragraphs 3, 5 and 6 and of Article III shall remain in force unless otherwise agreed by the two Governments.

2. The two Governments shall, upon the request

of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. This Agreement shall be registered with the Secretary General of the United Nations.

Done in duplicate, in the English and Spanish languages, both equally authentic, at Managua, this twenty third day of April of nineteen fifty four.

CONVENIO BILATERAL DE AYUDA MILITAR

Los Gobiernos de la República de Nicaragua y de los Estados Unidos de América:

Conscientes de las obligaciones que han asumido de conformidad con el Tratado Interamericano de Asistencia Recíproca y otros instrumentos internacionales para ayudar a cualquier Estado Americano víctima de un ataque armado y actuar conjuntamente en la defensa común y en el mantenimiento de la paz y la seguridad del Hemisferio Occidental;

Deseosos de fomentar la paz y la seguridad internacionales de conformidad con la Carta de las Naciones Unidas por medio de medidas que aumenten la capacidad de las naciones dedicadas a lograr las finalidades y los principios de la Carta para partici-

par eficazmente en acuerdos para la defensa propia y colectiva,
en apoyo de dichas finalidades y principios;

Reafirmando su determinación de cooperar plenamente
en los esfuerzos de proporcionar fuerzas armadas a las Nacio-
nes Unidas como lo prevé la Carta, así como en lograr el acuer-
do sobre la reglamentación y reducción universal de armamentos
con garantías efectivas contra su infracción;

Tomando en consideración el apoyo que el Gobierno de
los Estados Unidos de América ha prestado a esos principios
formulando leyes que disponen proporcionar ayuda militar a
las naciones que se han unido a ese Gobierno en acuerdos de
seguridad colectiva;

Deseosos de exponer las condiciones que ríjan la ma-
nera en que se ha de prestar esa ayuda entre uno y otro de los
Gobiernos Contratantes,

Convienen en lo siguiente:

Artículo I

1. Cada uno de los Gobiernos proporcionará o continua-
rá proporcionando al otro, así como a los demás Gobiernos que
acuerden en cada caso ambas partes de este Convenio, los equi-
pos, materiales, servicios u otra ayuda militar que autorice el
Gobierno que preste esa ayuda, de conformidad con los términos
y condiciones que se acuerden. La prestación de la ayuda que
autorice una u otra de las Partes de este Convenio, será compa-
tible con la Carta de las Naciones Unidas. Esa ayuda se destina-

rá de manera que fomente la defensa del Hemisferio Occidental y estará de acuerdo con los planes de defensa conforme a los cuales ambos Gobiernos tomarán parte en misiones importantes para la defensa del Hemisferio Occidental. La ayuda que de conformidad con el presente Convenio suministre el Gobierno de los Estados Unidos de América se prestará de acuerdo con las disposiciones, y con sujeción a todos los términos, condiciones y disposiciones sobre terminación de la legislación pertinente de los Estados Unidos de América. Los dos Gobiernos negociarán en su oportunidad los acuerdos detallados necesarios para llevar a efecto las disposiciones de este párrafo.

2. El Gobierno de la República de Nicaragua se compromete a hacer uso eficaz de la ayuda que reciba del Gobierno de los Estados Unidos de América de conformidad con el presente Convenio con objeto de llevar a efecto los planes de defensa, aceptados por ambos Gobiernos, conforme a los cuales los dos Gobiernos tomarán parte en misiones importantes para la defensa del Hemisferio Occidental y, a menos que previamente se obtenga la anuencia del Gobierno de los Estados Unidos de América, no dedicarán esa ayuda a otros fines que no sean aquellos para los cuales se prestó.

3. Se concertarán arreglos conforme a los cuales los equipos y materiales que se suministren de conformidad con el presente Convenio y que ya no sean necesarios para los fines con que originalmente se facilitaron (excepto los equipos y ma-

teriales que se suministraren en condiciones que exijan reembolso) se devolverán al Gobierno que prestó la ayuda para que disponga de ellos como juzgue conveniente.

4. En el interés común de la seguridad de ambos Gobiernos el Gobierno de la República de Nicaragua se compromete a no traspasar a persona alguna que no sea funcionario o agente de ese Gobierno, así como a ningún otro Gobierno, el título o posesión de ningún equipo, material o servicio que de conformidad con este Convenio le haya suministrado el Gobierno de los Estados Unidos de América sin el previo asentimiento del Gobierno de los Estados Unidos de América.

5. Los dos Gobiernos acordarán la manera en que el Gobierno de la República de Nicaragua habrá de depositar, separar o garantizar el título a todos los fondos adjudicados o procedentes de cualquier plan de ayuda emprendido por el Gobierno de los Estados Unidos de América de modo que dichos fondos no se vean sujetos, salvo que se convenga otra cosa por acuerdo mutuo, a secuestros, embargo, incautación u otro procedimiento judicial entablado por cualquier persona, firma entidad, corporación, organización o gobierno.

6. Cada uno de los Gobiernos tomará las medidas de seguridad que en cada caso acuerden ambos Gobiernos a fin de prevenir que se revelen o pongan en peligro los materiales, servicios o informes militares secretos proporcionados por el otro Gobierno de conformidad con este Convenio.

Artículo II

Cada uno de los Gobiernos tomará medidas adecuadas, compatibles con la seguridad, para mantener al público informado de las gestiones que se lleven a cabo de conformidad con este Convenio.

Artículo III

Los dos Gobiernos, a solicitud de cualquiera de ellos, concertarán los acuerdos que sean necesarios en relación con el canje de derechos de patentes de invención e información técnica que se requieran para la defensa a fin de apresurar dichos canjes y de proteger, al mismo tiempo, los intereses particulares y tomar precauciones de seguridad.

Artículo IV

1. El Gobierno de la República de Nicaragua proporcionará al Gobierno de los Estados Unidos de América moneda nicaraguense en la cantidad que se acuerde para uso de este último Gobierno en sus gastos de administración y funcionamiento relacionados con la realización de las finalidades de este Convenio.

Los dos Gobiernos iniciarán de inmediato negociaciones con objeto de fijar la cantidad de dicha moneda nicaraguense y concertar los acuerdos para proporcionar esa moneda nicaraguense.

2. El Gobierno de la República de Nicaragua, excepto cuando se acuerde lo contrario, concederá el tratamiento de en-

trada libre de derechos y exención de tributación interna a la importación o exportación de productos, bienes, materiales o equipos que se importe a su territorio en relación con el presente Convenio u otro acuerdo similar entre los Estados Unidos de América y cualquier otro país que reciba ayuda militar.

3. Las operaciones y erogaciones que se hagan en Nicaragua por el Gobierno de los Estados Unidos de América o en su nombre, para la defensa común, inclusive las que se efectúen como resultado de cualquier otro plan de ayuda extranjera, estarán exentas de toda tributación. A este fin, el Gobierno de Nicaragua dictará las medidas pertinentes, satisfactorias para ambos Gobiernos.

Artículo V

1. Cada uno de los Gobiernos conviene en recibir personal del otro Gobierno para el cumplimiento de las obligaciones del otro Gobierno relacionadas con la ejecución de este Convenio. A dicho personal se le concederán facilidades para observar el adelanto de la ayuda que se preste de conformidad con este Convenio. Ese personal, que se compondrá de nacionales del otro país, inclusive el que se asigne temporalmente, en todas sus relaciones con el Gobierno del país a que haya sido asignado, funcionará como parte de la Embajada y bajo la dirección y jurisdicción del Jefe de la Misión Diplomática del Gobierno del país

que lo envíe, y se le otorgarán todas las prerrogativas e inmunidades que el protocolo internacional dispensa al personal de rango correspondiente de las Embajadas. Las prerrogativas y cortesías incidentales a su condición de diplomáticos, tales como las placas de los automóviles, la inserción de sus nombres en la "lista diplomática" y las cortesías sociales pueden ser rescindidas por el Gobierno que envíe tal personal en el caso de aquellos que no sean los Jefes de Misión Militar, Naval y de Fuerza Aérea y sus respectivos suplentes inmediatos.

2. Ambos Gobiernos negociarán acuerdos para la clasificación del personal y para la debida notificación que en este respecto se hará al Gobierno que lo reciba.

3. El Gobierno de la República de Nicaragua, a solicitud del Jefe de la Misión Diplomática del Gobierno de los Estados Unidos, concederá la exención de derechos de importación y exportación a los artículos que se importen para el uso personal de los miembros de dicho personal y los miembros de sus familias, y adoptará las medidas administrativas adecuadas para facilitar y acelerar la importación y exportación de los efectos personales de esas personas y de sus familias.

Artículo VI

Los convenios vigentes en virtud de otros instrumentos en relación con Misiones de las Fuerzas Armadas de los Estados Unidos de América, no serán afectados por el presente Convenio y permanecerán en pleno vigor.

Artículo VII

De conformidad con el principio de la ayuda mutua, en virtud del cual los dos Gobiernos han convenido en lo que dispone el Artículo I, para prestarse ayuda recíproca, el Gobierno de Nicaragua conviene en facilitar la producción, y el traspaso al Gobierno de los Estados Unidos de América durante ese período, en las cantidades y en los términos y condiciones que se acuerden, las materias primas y materiales semielaborados que necesiten los Estados Unidos de América con motivo de deficiencia o de posible deficiencia en sus propios recursos, y que pueda haber disponibles en Nicaragua y en los territorios bajo su soberanía. Los acuerdos para esos traspasos se concertarán tomando debidamente en cuenta las necesidades razonables de consumo interno y de las exportaciones comerciales de Nicaragua.

Artículo VIII

En interés de su seguridad mutua el Gobierno de Nicaragua cooperará con el Gobierno de los Estados Unidos de América en medidas tendientes a regular el comercio con las naciones que amenacen la seguridad del Hemisferio Occidental.

Artículo IX

Los dos Gobiernos reafirman su decisión de fomentar conjuntamente el entendimiento y la buena voluntad internacionales y de mantener la paz mundial, así como de proceder como se convenga de mutuo acuerdo para eliminar las causas de tensión

internacional, y de cumplir con las obligaciones militares contraídas conforme a convenios o tratados multilaterales o bilaterales de los cuales ambas partes son signatarias.

El Gobierno de Nicaragua contribuirá plenamente en el grado que le permitan sus recursos humanos y materiales, sus facilidades y sus condiciones económicas en general, para acrecentar y mantener su fuerza defensiva así como la del mundo libre y tomará toda medida razonable que sea necesaria para acrecentar su propia capacidad de defensa.

Artículo X

Considerando que este Convenio ha sido negociado y concertado a base de que el Gobierno de los Estados Unidos de América hará extensivos a la otra Parte signataria los beneficios de toda disposición de algún convenio semejante concertado por el Gobierno de los Estados Unidos de América con otra República Americana, se entiende que el Gobierno de los Estados Unidos de América no objetará a que se enmiende este Convenio de modo que sus disposiciones se ajusten, en su totalidad o en parte, a las disposiciones correspondientes de cualquiera otro Convenio semejante de Ayuda Militar, o convenios que los enmienden, concertados con una República Americana.

Artículo XI

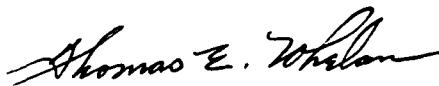
1. Este Convenio entrará en vigor en la fecha en que se subscriba y permanecerá en vigencia hasta un año después en

que una u otra de las Partes contratantes reciba de la otra aviso por escrito de su intención de terminarlo, excepto que las disposiciones de los párrafos 2 y 4 del Artículo I, y los arreglos concertados de conformidad con los párrafos 3, 5 y 6 del Artículo I, y las del Artículo III, permanecerán en vigor, a menos que ambos Gobiernos convengan en lo contrario.

2. A solicitud de uno u otro de los dos Gobiernos, ambos se consultarán en relación con todo asunto que se refiera a la aplicación o enmienda de este Convenio.

3. Este Convenio se registrará en el despacho del Secretario General de las Naciones Unidas.

Hecho en duplicado, en los idiomas inglés y español, ambos igualmente auténticos, en Managua, el veintitrés de Abril de mil novecientos cincuenta y cuatro.



Thomas E. Whelan
Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América.


Oscar Sevilla Sacasa
Ministro de Relaciones Exteriores.

[SEAL]

CUSTOMS CONCESSIONS ON AUTOMOBILES

**TIAS 2941
June 8 and 23,
1953**

**Provisional Agreement between the
UNITED STATES OF AMERICA
and CHILE**

- Effectuated by Exchange of Notes
Signed at Santiago June 8 and 23, 1953
- Entered into force June 23, 1953;
operative retroactively March 16, 1953

The American Ambassador to the Chilean Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 144

AMERICAN EMBASSY,
Santiago, June 8, 1953.

EXCELLENCY:

I have the honor to refer to my Note No. 176 of April 8, 1952, [¹] extending the agreement reached between the representatives of the Governments of the United States and Chile during the negotiation of the General Agreement on Tariffs and Trade (GATT) in Geneva in 1947 [²] with respect to customs concessions by the Government of Chile on automobiles [³] weighing from 1,501 to 1,700 net kilograms, and with a C. I. F. value of more than US\$1,500. The Government of Chile proposed to adopt the following measures: 1) establish a duty of 1.50 gold pesos per net kilogram for automobiles weighing from 1,501 to 1,700 net kilograms; 2) maintain for this class of automobile the limit of US\$1,500 for the purpose of application of the luxury products tax.

This note and Your Excellency's acknowledgement thereof will be considered as a provisional agreement in accordance with the above understanding, the terms of which will be effective retroactively to March 16, 1953. This provisional agreement will extend for one year and will terminate when the Government of Chile ratifies and gives effect to the First Protocol of Modifications to the General Agreement on Tariffs and Trade (1949). [⁴]

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

CLAUDE G. BOWERS

His Excellency

Señor don OSCAR FENNER MARÍN,
Minister for Foreign Affairs,
Santiago.

¹ Treaties and Other International Acts Series 2545.

² TIAS 1700; 61 Stat., pts. 5 and 6.

³ TIAS 2178; 2 UST 395. Effectuated by exchange of notes dated Apr. 9, 1949.

⁴ TIAS 2745; 3 UST, pt. 4, p. 5368.

The Chilean Minister for Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES
DEPARTAMENTO DE POLÍTICA COMERCIAL

Nº 04789

SANTIAGO, 23 de junio de 1953.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia N° 144, de 8 de junio en curso, y de referirme a la nota de este Ministerio N° 2761 y a la de Vuestra Excelencia N° 176, ambas de 8 de abril de 1952, por medio de las cuales y en conformidad con el acuerdo alcanzado entre los Representantes del Gobierno de Chile y los del de Estados Unidos de América, en las negociaciones del Acuerdo General sobre Aranceles Aduaneros y Comercio celebradas, en Ginebra, en 1947, se perfeccionó entre ambos Gobiernos un acuerdo provisional mediante el cual Chile se comprometía a adoptar las siguientes medidas:

1º.—Fijar un derecho de \$1.50 oro por kilo neto, para los automóviles de pasajeros que pesen 1.501 a 1.700 kilos.

2º.—Mantener para estos automóviles el límite de 1.500 dólares para los efectos de la aplicación del impuesto que grava a los artículos suntuarios.

Tengo el honor de hacer presente a Vuestra Excelencia que mi Gobierno está dispuesto a prorrogar la vigencia de las medidas indicadas en los puntos 1º y 2º de esta comunicación a contar de la fecha de su vencimiento.

Esta nota y la de Vuestra Excelencia N° 144, de 8 de junio en curso, que contesto, constituirá un Convenio Provisional cuyas disposiciones se considerarán en vigencia desde el 16 de marzo próximo pasado. Su duración será de un año y cesará automáticamente cuando estas medidas se incorporen definitivamente en el Acuerdo General sobre Aranceles Aduaneros y Comercio.

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

OSCAR FENNER

Al Excmo. Señor Don CLAUDE G. BOWERS,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de America.
Presente.—

*Translation*REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

DEPARTMENT OF COMMERCIAL POLICY

No. 04789

SANTIAGO, June 23, 1953.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 144 of June 8, 1953, and to refer to this Ministry's note No. 2761 and Your Excellency's note No. 176, both of April 8, 1952, in which, in conformity with the agreement reached by the representatives of the Government of Chile and those of the United States of America, during the negotiation of the General Agreement on Tariffs and Trade in Geneva in 1947, a provisional agreement was concluded by the two Governments whereby Chile undertook to adopt the following measures:

1. To establish a duty of 1.50 gold pesos per net kilogram for passenger automobiles weighing from 1,501 to 1,700 kilograms;
2. To maintain for such automobiles the limit of \$1,500 for the purpose of the application of the luxury products tax.

I have the honor to inform Your Excellency that my Government is prepared to extend the period of validity of the measures referred to in clauses 1 and 2 of this communication from the date of their expiration.

This note and Your Excellency's note No. 144 of June 8, 1953, to which I am replying, shall constitute a provisional agreement the clauses of which shall be considered in force from March 16, 1953. Its validity shall be for one year and shall terminate automatically when the said measures are definitively incorporated in the General Agreement on Tariffs and Trade.

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

OSCAR FENNER

His Excellency

CLAUDE G. BOWERS,

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

TECHNICAL COOPERATION

TIAS 2942
June 27, 1953

Program of Water Utilization in Agricultural Production in Provinces of Concepción, Ñuble, and Maule

**Agreement between the
UNITED STATES OF AMERICA
and CHILE**

- Signed at Santiago June 27, 1953
- Entered into force June 27, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM
BETWEEN
THE GOVERNMENT OF CHILE
AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Republic of Chile, represented by its Minister of Foreign Relations, His Excellency Oscar Fenner Marín, and the Government of the United States of America, represented by its Ambassador in the Republic of Chile, The Honorable Claude G. Bowers, have agreed as follows:

ARTICLE I

Pursuant to the Basic Agreement for Technical Cooperation, signed on behalf of the two Governments at Santiago, Chile, January 16, 1951,[1] ratified by the Chilean Congress and Promulgated by Decree No. 392 of the Ministry of Foreign Affairs, dated June 26, 1951, a cooperative program as described below shall be initiated in Chile. The obligations assumed herein by the Government of the Republic of Chile, will be performed by it through the Corporación de Fomento de la Producción (hereinafter referred to as the "Corfo"). The obligations assumed herein by the Government of the United States of America will be performed by it through The Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Corfo, on behalf of the Government of the Republic of Chile, and the Institute, on behalf of the Government of the United States of America, shall participate

[1] Treaties and Other International Acts Series 2403; 3 UST 390.

jointly in all phases of the planning and administration of the cooperative program. The Institute will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this Agreement. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said Basic Agreement for Technical Cooperation.

ARTICLE II

The objectives of this cooperative program will be:

1. To promote better water utilization for agricultural production by means of more efficient irrigation systems.
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in this field.
3. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Chile and to strengthen the democratic ways of life.

ARTICLE III

It is agreed that this cooperative program may include activities of the following types:

1. Studies of the needs for improving the utilization of water for agricultural production in the provinces of Concepción, Ñuble and Maule and of the resources which are available for this purpose.

2. The formulation and continuous adaptation of a program to help meet such needs.
3. In accordance with preliminary studies of geology, hydrology, land classification and agricultural economics to be developed by other agencies within the "Concepción Area Development Plan", a water utilization program will be undertaken which may include pump irrigation from wells and streams, small canal construction and improvement, and the use of sprinkler irrigation.

ARTICLE IV

The Institute agrees to furnish the technicians and specialists to collaborate in carrying out the cooperative program.

ARTICLE V

There is hereby established a Joint Fund which will serve as an agency of the Government of the Republic of Chile and shall administer the cooperative program in accordance with the provisions of this Agreement. The Vice-President of the Corfo (hereinafter referred to as the "Vice-President"), or his representative, and the Director of Technical Cooperation of the Institute in Chile, or his representative, shall act as Directors of the Joint Fund. The moneys of the Joint Fund may be maintained in such bank or banks as the Directors shall select, and shall be available only for the purpose of this Agreement.

ARTICLE VI

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

1. The Government of the United States of America, during the period from the date of signing of this Agreement through June 30, 1954, shall make available the funds necessary to pay salaries and other expenses of the American Specialists and technicians, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Joint Fund.
2. In addition, for the period from the effective date of this Agreement through June 30, 1954, the Government of the United States of America shall contribute and make available to the Joint Fund the sum of \$ 50,000.00 (Fifty Thousand Dollars) in currency of the United States of America. The contracting parties agree that this sum shall be withheld in the United States of America to meet payments to be made outside of the Republic of Chile in U.S. Dollars; provided, however, that the Vice-President and the Director of Technical Cooperation of the Institute may agree to deposit any part of this sum to the Joint Fund when deemed necessary. The amounts used for payments in dollars, when expended as agreed upon by the

Directors, shall be considered as if deposited to the credit of the Joint Fund.

3. The Government of the Republic of Chile, for the period from the effective date of this Agreement through June 30, 1954, shall deposit to the credit of the Joint Fund the sum of \$ 9,000,000.00 (Nine Million Pesos), in currency of the Republic of Chile.

4. The contracting parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1954, through June 30, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into pesos at the highest exchange rate available at the time the conversion is made.

6. The sums deposited to the credit of the Joint Fund in banks, either in the United States of America or in Chile, shall be withdrawn only by checks or other documents bearing the joint signature of the Directors of the Joint Fund. The Directors shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Joint Fund any moneys which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by both Directors.

ARTICLE VII

1. The projects undertaken under this Agreement may include cooperation with national or provincial local governmental agencies in Chile, as well as with organizations of a public or private character, and international organizations of which the United States of America and the Republic of Chile are members. By agreement between the Directors, contributions of funds or property, by either or both parties, or by any of such third parties may be accepted for the Joint Fund in addition to those mentioned in Article VI.

2. The Government of the Republic of Chile in addition to the cash contribution provided for in Paragraph 3 of Article VI hereof, may, at its own expense, pursuant to agreement between the Directors;

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

ARTICLE VIII

1. The cooperative program herein provided for shall consist of projects, to be jointly planned and administered by the Directors of the Joint Fund. Each project shall be embodied in a written operational agreement which shall be signed by

the Directors, shall define the work to be done, shall make the necessary allocations of funds, and may contain such other matters as the parties may agree to include.

2. Upon completion of any projects, a completion memorandum shall be drawn up and signed by the Directors which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of Chilean specialists, technicians and other personnel to be sent for training to the United States of America or elsewhere at the expense of the Joint Fund pursuant to this program, as well as the training activities in which they shall participate shall be determined jointly by the Directors.

4. The general policy and administrative procedures that are to govern the cooperative program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement of and accounting for funds, the incurrence of obligations of the Joint Fund, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund and the terms and conditions of their employment, and all other administrative matters shall be determined jointly by the Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Joint Fund and shall be signed by the Directors. The books and records of the Joint Fund relating to the cooperative program shall be open at all times for

examination by authorized representatives of the Government of the Republic of Chile and the Government of the United States of America. The Directors of the Joint Fund shall render a joint annual report of their activities to the two Governments and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon either the Vice-President or the Director of Technical Cooperation of the Institute may be delegated by either of them to any of their respective assistants, provided each such delegation be satisfactory to the other. Such delegation will not limit the right of the Vice-President or of the Director of Technical Cooperation to refer any matter directly to one another for discussion and decision.

ARTICLE IX

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

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Chile.

3. Interest received on funds of the Joint Fund and any other

increment of assets of the Joint Fund, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against any contribution due from the Government.

4. Any funds of the Joint Fund which remain unexpended and unobligated on the termination of the cooperative program shall, unless otherwise agreed upon, in writing by the parties hereto at that time, be disposed of in the following manner:

a) Deposits in Chilean currency will be returned to the Government of Chile.

b) Deposits in United States currency will be returned to the Government of the United States of America.

ARTICLE X

The Government of the Republic of Chile agrees to extend to the Joint Fund, and to all personnel employed by the Joint Fund, all rights and privileges enjoyed by agencies of the Government of Chile or by its personnel.

ARTICLE XI

It is agreed by the contracting parties that the personnel of the Institute, shall be entitled to all the privileges accorded to employees of the Government of the United States of America under Article IV of the Basic Agreement for Technical Cooperation.

ARTICLE XII

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

ARTICLE XIII

This Agreement may be referred to as the "Chilean-American Agreement for a Program of Water Utilization in Agricultural Production in the Provinces of Concepción, Ñuble and Maule". It shall become effective on the date it is signed and shall remain in force through June 30, 1960, or until three months after either Government shall give notice in writing to the other of intention to terminate it. The duration of this Agreement through June 30, 1960, shall be subject to the availability of appropriations to both parties for the purpose of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4 hereof.

Done in quadruplicate, in the English and Spanish languages, at Santiago, Chile, this 27th, day of June, 1953.

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

Ottavio Benegas

Minister of Foreign Relations

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Claude M. Brown

The Ambassador

FOR THE CORPORACION DE FOMENTO DE LA PRODUCCION

L. Stroven

Vice-Presidente Ejecutivo

FOR THE INSTITUTE OF INTER-AMERICAN AFFAIRS

John W. Wallace

Director of Technical Cooperation in Chile

ACUERDO PARA UN PROGRAMA COOPERATIVO ENTRE
EL GOBIERNO DE CHILE Y EL DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de Chile, representado por su Ministro de Relaciones Exteriores, Excelentísimo Señor Oscar Fenner Marín, y el Gobierno de los Estados Unidos de América, representado por su Embajador, señor Claude G. Bowers, han acordado lo que sigue:

ARTICULO I

En conformidad con el Convenio Básico para Cooperación Técnica, suscrito por los dos Gobiernos en Santiago de Chile, el 16 de Enero de 1951, ratificado por el Congreso de Chile y promulgado por el Decreto N° 392, de fecha 26 de Junio de 1951, del Ministerio de Relaciones Exteriores, se llevará a cabo en Chile el programa cooperativo que más adelante se indica. Los compromisos contraídos por el Gobierno de la República de Chile mediante este Acuerdo serán asumidos por la Corporación de Fomento de la Producción, (en adelante llamada "CORFO"). Los compromisos aquí contraídos por el Gobierno de los Estados Unidos de América, serán asumidos por el Instituto de Asuntos Interamericanos (en adelante llamado "Instituto"), una agencia incorporada de dicho Gobierno. La Corfo, en representación del Gobierno de la República de Chile, y el Instituto, en representación del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases de la planificación y la administración del programa cooperativo. El Instituto obtendrá la colaboración de otras reparticiones del Gobierno de los Estados Unidos de América y de otras instituciones, públicas y privadas, para cumplir con los compromisos contraídos por el presente Acuerdo. Este Acuerdo y todas las actividades que se emprendan en virtud de él, estarán sujetas a lo estipulado en el Convenio Básico para Cooperación Técnica.

ARTICULO II

Los objetivos de este programa cooperativo serán:

1. Propender a la mejor utilización de las aguas en la producción agrícola, mediante sistemas más eficientes de riego.
2. Estimular e incrementar el intercambio entre ambos países de conocimiento, prácticas y técnicas en este ramo.
3. Promover y acrecentar la amistad y buen entendimiento entre los pueblos de Chile y de los Estados Unidos de América y fortalecer las prácticas democráticas.

ARTICULO III

El programa cooperativo podrá incluir actividades de los siguientes tipos:

1. Estudios de las necesidades de mejorar el aprovechamiento de aguas en la producción agrícola en las Provincias de Concepción, Ñuble y Maule y de los recursos disponibles para este fin.
2. Establecimiento de un programa continuo que sea adaptable para hacer frente a estas necesidades.
3. De acuerdo con estudios preliminares de geología, hidrología, clasificación de suelos y economía agrícola a realizarse por otras reparticiones dentro del Plan Integral de Desarrollo Económico del Área de Concepción, se iniciará un programa de utilización de aguas, que podrá incluir el riego desde pozos y corrientes de aguas por medio de bombas, la construcción y mejora de canales pequeños y regadío por aspersión.

ARTICULO IV

El Instituto acuerda proporcionar los técnicos y especialistas que colaborarán en la realización del programa cooperativo.

ARTICULO V

Por el presente instrumento se establece un Fondo común que funcionará como un organismo del Gobierno de la República de Chile y administrará el programa cooperativo en conformidad con lo estipulado en el presente Acuerdo. El Vice-Presidente Ejecutivo de la CORFO (en adelante llamado "Vice-Presidente"), o su Delegado, y el Director de Cooperación Técnica del Instituto en Chile, o su Delegado, actuarán como Directores del Fondo común. Los dineros del Fondo se mantendrán en el banco o bancos que determinen los Directores y estarán disponibles exclusivamente para los fines de este Acuerdo.

ARTICULO VI

Las partes contratantes aportarán los fondos que se detallan a continuación para llevar a cabo el programa durante el período comprendido por este Acuerdo.

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la fecha en que se firma este Acuerdo y el 30 de Junio de 1954 proveerá los fondos necesarios para cancelar los sueldos y otros gastos de los técnicos y especialistas norteamericanos, así como otros gastos de orden administrativo en que pueda incurrir el Gobierno de los Estados Unidos de América con relación a este programa cooperativo. Estos fondos serán controlados por el Instituto y no se depositarán a la cuenta del Fondo Común.
2. Además, el Gobierno de los Estados Unidos de América proporcionará al Fondo Común para el período comprendido entre la fecha en que se firma este Acuerdo, y el 30 de Junio de 1954, la suma de US\$50.000,00 (Cincuenta Mil Dólares), en moneda de los Estados Unidos de América. Las partes contratantes acuerdan que estos fondos serán retenidos en los Estados Unidos

de América para pagar los gastos del Fondo Común efectuados fuera de la República de Chile en dólares, sin perjuicio que el Vice-Presidente y el Director de Cooperación Técnica del Instituto acuerden depositar a la cuenta del Fondo Común cualquier parte de los fondos así retenidos, cuando lo estimen conveniente. Las sumas así invertidas serán consideradas como depositadas a la cuenta del Fondo Común, siempre que su inversión haya sido acordada por el Vice-Presidente y el Director.

3. El Gobierno de la República de Chile depositará en la cuenta del Fondo Común, para el período comprendido entre la fecha en que se firma este Acuerdo y el 30 de Junio de 1954, la suma de \$9.000.000,00 (Nueve Millones de Pesos) en moneda de la República de Chile.

4. Las partes contratantes podrán acordar por escrito posteriormente los fondos que contribuirán cada año las respectivas partes para continuar el programa durante el período comprendido entre el 30 de Junio de 1954 y el 30 de Junio de 1960.

5. La conversión de los fondos aportados por el Gobierno de los Estados Unidos de América al Fondo Común, deberá efectuarse al cambio más alto obtenible al momento de la conversión.

6. Las sumas depositadas en la cuenta del Fondo Común, tanto en los bancos de los Estados Unidos de América como en Chile, podrán retirarse únicamente mediante cheques u otros instrumentos de pago debidamente firmados por ambos Directores del Fondo Común. Los Directores estipularán en el Acuerdo de Depósito a firmarse con cualquier banco, que el banco se comprometerá a restituir al Fondo Común cualquier suma de dinero que no sea pagada por el banco contra cheques u otros instrumentos de pago debidamente firmados por ambos Directors.

ARTICULO VII

1. Los proyectos que se emprendan en conformidad a este Acuerdo podrán

comprender la cooperación de otras instituciones fiscales de carácter nacional, provincial o de carácter particular, o de otras organizaciones internacionales de las cuales la República de Chile y los Estados Unidos de América son miembros. Por acuerdo de los Directores, serán aceptados para el Fondo Común los aportes en dinero o bienes que se reciban de una o de ambas partes contratantes o de terceras partes, además de las ya citadas en el Artículo VI.

2. El Gobierno de la República de Chile, además del aporte en dinero efectivo estipulado en el párrafo 3 del Artículo VI de este Acuerdo, podrá por su propia cuenta y por acuerdo entre el Vice-Presidente y el Director de Cooperación Técnica:

- a) Designar técnicos y otro personal necesario para colaborar con el Fondo Común;
- b) Proporcionar oficinas, equipo y amoblado para oficinas y otras facilidades, materiales, equipo, mercaderías y servicios que pueda convenientemente facilitar para el programa;
- c) Poner a disposición la ayuda general de otras reparticiones del Gobierno de la República de Chile para llevar a cabo el programa cooperativo.

ARTICULO VIII

1. El programa cooperativo consistirá en proyectos que deberán ser planificados y administrados conjuntamente por los Directores del Fondo Común. Cada proyecto será incorporado en un acuerdo de proyecto de trabajo, firmado por ambos Directores, que definirá el trabajo por realizar; asignará los fondos necesarios y comprenderá otros asuntos que los Directores acuerden incluir.

2. Al término de cualquier proyecto, se redactará un Memorandum de Terminación de Proyecto, que será firmado por los Directores, y contendrá un resumen del trabajo realizado, los resultados alcanzados, los fondos aportados,

problemas que se hubieren presentado y solucionado, y demás datos pertinentes.

3. La selección de especialistas, técnicos y otro personal chileno en el ramo de la agricultura que sean enviados a los Estados Unidos de América u otro país por cuenta del Fondo Común en virtud de este programa, así como las actividades de especialización u otras en que ellos participen, serán determinados conjuntamente por los Directores.

4. Las normas generales y procedimientos administrativos que regirán el programa cooperativo; la ejecución de los proyectos y el manejo de los dineros del Fondo Común, tales como su desembolso y contabilización; la aceptación de compromisos por parte del Fondo Común; la compra, uso, inventario, control y disposición de los bienes; el nombramiento y despido de jefes y de otro personal del Fondo Común y los términos y condiciones de su empleo y todo otro asunto de índole administrativa, serán determinados conjuntamente por los Directores.

5. Todos los contratos, otros instrumentos y documentos relativos a la ejecución de los proyectos acordados se celebrarán en nombre del Fondo Común y serán firmados por ambos Directores. Los libros y registros del programa del Fondo Común estarán en todo momento a disposición para su revisión e inspección por los representantes autorizados del Gobierno de la República de Chile y del Gobierno de los Estados Unidos de América. Los Directores rendirán conjuntamente un informe anual de sus actividades a los dos Gobiernos, y otros informes periódicos según se estima conveniente.

6. Cualquier derecho, poder u obligación conferido por este Acuerdo, tanto al Vice-Presidente o al Director de Cooperación Técnica del Instituto, podrá ser delegado por cualquiera de ellos a cualquiera de sus respectivos ayudantes, siempre que dicha delegación sea, en cada caso, satisfactoria al otro contratante. Tal delegación no limitará el derecho del Vice Presidente ni del Director de Cooperación Técnica del Instituto de tratar de resolver

directamente entre ellos cualquiera de los asuntos que comprende este Acuerdo.

ARTICULO IX

1. Las sumas depositadas en la cuenta del Fondo Común permanecerán disponibles para los fines del programa durante la vigencia del presente Acuerdo, sin tomar en consideración la terminación del año calendario o del ejercicio presupuestario de cualquiera de los dos Gobiernos.
2. Los equipos, materiales o mercaderías adquiridas para el programa serán bienes del Fondo Común, y se utilizarán exclusivamente para los fines del programa. Cualesquier material, equipo o mercadería que quede al término del programa se pondrá a disposición del Gobierno de Chile.
3. Los intereses que perciba el Fondo Común y cualquier otro incremento en el haber del Fondo Común, de cualquier origen o naturaleza, será destinado al programa y no se abonará a los aportes efectuados por cualquiera de los Gobiernos.
4. A menos que las partes contratantes acuerden otra cosa, al término del programa cooperativo, los dineros del Fondo Común que no hubieren sido gastados o comprometidos a esa fecha, se dispondrán como sigue:

- a) Los fondos depositados en moneda chilena se devolverán al Gobierno de la República de Chile;
- b) Los fondos que queden depositados en dólares en los Estados Unidos de América, se devolverán al Gobierno de los Estados Unidos de América.

ARTICULO X

El Gobierno de Chile acuerda conceder al Fondo Común y a todo su personal, todos los derechos y privilegios de que gozan las reparticiones y demás organismos del Gobierno de la República de Chile y su personal.

ARTICULO XI

Las partes contratantes acuerdan que el personal del Instituto que cooperará en este programa, tendrá los mismos derechos que se le confiere en el Artículo IV del Acuerdo Básico para Cooperación Técnica.

ARTICULO XII

El Gobierno de la República de Chile tratará de obtener la aprobación legislativa de las disposiciones del presente Acuerdo que la requieran y tomará las medidas ejecutivas necesarias para su cumplimiento.

ARTICULO XIII

Este Acuerdo se denominará "Acuerdo Chileno-Americano para un Programa de Utilización de las Aguas en la Producción Agrícola en las Provincias de Concepción, Ñuble y Maule". Entrará en vigencia el día de su firma, y regirá hasta el 30 de Junio de 1960, o hasta tres meses después que cualquiera de los dos Gobiernos informe por escrito al otro de su intención de ponerle término. La vigencia del Acuerdo hasta el 30 de Junio de 1960, estará sujeta a la disponibilidad de fondos de ambas partes para los fines del programa y a lo dispuesto en el párrafo 4 del Artículo VI del presente Acuerdo.

Hecho en cuatro ejemplares y en los idiomas castellano e inglés, en Santiago de Chile, el día 27 de Junio de 1953.

POR EL GOBIERNO DE LA REPUBLICA DE CHILE

Oscar Latorre

Ministro de Relaciones Exteriores

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Claude G. Power

Embajador

POR LA CORPORACION DE FOMENTO DE LA PRODUCCION

L. O. Fisher

Vice-Presidente Ejecutivo

POR EL INSTITUTO DE ASUNTOS INTERAMERICANOS

Min. W. Patterson

Director de Cooperación Técnica en Chile

TECHNICAL COOPERATION

TIAS 2943
June 27, 1953 **Program of Water Utilization in**
Area between Maule and Bío-Bío Rivers

**Agreement between the
UNITED STATES OF AMERICA
and CHILE**

- Signed at Santiago June 27, 1953
- Entered into force June 27, 1953

AGREEMENT FOR A COOPERATIVE PROGRAM

BETWEEN

THE GOVERNMENT OF CHILE

AND THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Republic of Chile, represented by its Minister of Foreign Relations, His Excellency Oscar Fenner Marin, and the Government of the United States of America, represented by its Ambassador in the Republic of Chile, the Honorable Claude G. Bowers, have agreed as follows:

ARTICLE I

Pursuant to the Basic Agreement for Technical Cooperation, signed on behalf of the two Governments at Santiago, Chile, January 16, 1951,[1] ratified by the Chilean Congress and promulgated by Decree No. 392 of the Ministry of Foreign Affairs, dated June 26, 1951, a cooperative program as described below shall be initiated in Chile. The obligations assumed herein by the Government of the Republic of Chile, will be performed by it through its Ministerio de Obras Públicas y Vías de Comunicación (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Ministry, on behalf of the Government of the Republic of Chile, and the Institute, on behalf of the Government of

[1]Treaties and Other International Acts Series 2403; 3 UST 390.

the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. The Institute will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this Agreement. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said Basic Agreement for Technical Cooperation.

ARTICLE II

The objectives of this cooperative program will be:

1. To study the resources of water and irrigable lands in the area extending from the Maule River to the Bio-Bio River.
2. To plan in detail the irrigation projects which may prove practicable on the basis of the said studies.
3. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in this field.
4. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Chile and to strengthen the democratic ways of life.

ARTICLE III

It is agreed that this cooperative program may include activities of the following types:

1. Hydrology - To make hydrological studies of surface and underground water supplies and drainage.
2. Land classification - To set up standards and classify land according to its physical and economic suitability for irrigation.
3. Agricultural economics - To determine the costs and benefits of developing projects.
4. Topography - To make detailed topographic surveys for water distribution and canal locations.
5. Engineering - To design structures, canals, turnouts, for feasible projects.

ARTICLE IV

The Institute agrees to furnish the technicians and specialists to collaborate in carrying out the cooperative program.

ARTICLE V

There is hereby established a Joint Fund which will serve as an agency of the Government of the Republic of Chile and shall administer the cooperative program in accordance with the provisions of this Agreement. The Ministro de Obras Públicas y Vías de Comunicación (hereinafter referred to as the "Minister"), or his representative, and the Director of Technical Cooperation of the Institute in Chile, or his representative, shall act as Directors of the Joint Fund. The moneys of the Joint Fund may be maintained in such bank or banks as the Directors shall select, and shall be available only for the purposes of this Agreement.

ARTICLE VI

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

1. The Government of the United States of America, during the period from the date of signing of this Agreement through June 30, 1954, shall make available the funds necessary to pay the salaries and other expenses of the American specialists and technicians, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Joint Fund.
2. In addition, for the period from the effective date of this Agreement through June 30, 1954, the Government of the United States of America shall contribute and make available to the Joint Fund the sum of \$50,000.00 (Fifty Thousand Dollars) in currency of the United States of America. The contracting parties agree that this sum shall be withheld in the United States of America to meet payments to be made outside of the Republic of Chile in U.S. Dollars; provided, however, that the Minister and the Director of Technical Cooperation of the Institute may agree to deposit any part of this sum to the Joint Fund when deemed necessary. The amounts used for payments in dollars, when expended as agreed upon by the Directors, shall be considered as if deposited to the credit of the Joint Fund.

3. The Government of the Republic of Chile, for the period from the effective date of this Agreement through June 30, 1954, shall deposit to the credit of the Joint Fund the sum of \$9,000,000.00 (Nine Million Pesos) in currency of the Republic of Chile..

4. The contracting parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1954 through June 30, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into pesos at the highest exchange rate available at the time the conversion is made.

6. The sums deposited to the credit of the Joint Fund in banks, either in the United States or in Chile, shall be withdrawn only by check or other documents bearing the joint signatures of the Directors of the Joint Fund. The Directors shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Joint Fund any moneys which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by both Directors.

ARTICLE VII

1. The projects undertaken under this Agreement may include cooperation with national or provincial local governmental agencies in Chile, as well as with the organizations of a public

or private character, and international organizations of which the United States of America and the Republic of Chile are members. By agreement between the Directors, contributions of funds or property, by either or both parties, or by any such third parties may be accepted for the Joint Fund, in addition to those mentioned in Article VI.

2. The Government of the Republic of Chile in addition to the cash contribution provided for in Paragraph 3 of Article VI hereof, may, at its own expense, pursuant to agreement between the Directors:

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

ARTICLE VIII

1. The cooperative program herein provided for shall consist of projects, to be jointly planned and administered by the Directors of the Joint Fund. Each project shall be embodied in a written operational agreement which shall be signed by the Directors, shall define the work to be done, shall make the necessary allocations of funds, and may contain such other matters as the parties may agree to include.

2. Upon completion of any project, a completion memorandum shall be drawn up and signed by the Directors, which shall provide

a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of Chilean specialists, technicians and other personnel to be sent for training to the United States or elsewhere at the expense of the Joint Fund pursuant to this program, as well as the training activities in which they shall participate shall be determined jointly by the Directors.

4. The general policy and administrative procedures that are to govern the cooperative program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement of and accounting for funds, the incurrence of obligations of the Joint Fund, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund and the terms and conditions of their employment, and all other administrative matters shall be determined jointly by the Directors.

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

6. Any power conferred by this Agreement upon either the Minister or the Director of Technical Cooperation of the Institute may be delegated by either of them to any of their respective assistants, provided each such delegation be satisfactory to the other. Such delegation will not limit the right of the Minister or of the Director of Technical Cooperation to refer any matter directly to one another for discussion and decision.

ARTICLE IX

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

2. The materials, equipment and supplies acquired for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Chile.

3. Interest received on funds of the Joint Fund and any other increment of assets of the Joint Fund, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against any contribution due from either Government.

4. Any funds of the Joint Fund which remain unexpended and unobligated on the termination of the cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be disposed of in the following manner:

a) Deposits in Chilean currency will be returned to the Government of Chile.

b) Deposits in United States currency will be returned to the Government of the United States of America.

ARTICLE X

The Government of the Republic of Chile agrees to extend to the Joint Fund, and to all personnel employed by the Joint Fund, all rights and privileges enjoyed by agencies of the Government of Chile or by its personnel.

ARTICLE XI

It is agreed by the contracting parties that the personnel of the Institute shall be entitled to all the privileges accorded to employees of the Government of the United States of America under Article IV of the Basic Agreement for Technical Cooperation.

ARTICLE XII

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

ARTICLE XIII

This Agreement may be referred to as the "Chilean-American Agreement for a Program of Water Utilization in the Area between the Maule and Bio-Bio Rivers". It shall become effective on the date it is signed and shall remain in force through June 30, 1960,

or until three months after either Government shall give notice in writing to the other of intention to terminate it. The duration of this Agreement through June 30, 1960 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4 hereof.

Done in quadruplicate, in the English and Spanish languages at Santiago, Chile, this 24th day of June, 1953.

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

Oscar Fernández

Ministro de Relaciones Exteriores

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Claude E. Shores

Ambassador

MINISTERIO DE OBRAS PÚBLICAS Y VÍAS DE COMUNICACIÓN

Jacinto

Ministro de Obras Públicas y Vías de Comunicación

FOR THE INSTITUTE OF INTER-AMERICAN AFFAIRS

Walter W. Callewaert

Director of Technical Cooperation

ACUERDO PARA UN PROGRAMA COOPERATIVO ENTRE
EL GOBIERNO DE CHILE Y EL DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de Chile, representado por el Ministro de Relaciones Exteriores, Excelentísimo señor Oscar Fenner Marín, y el Gobierno de los Estados Unidos de América, representado por su Embajador en la República de Chile, señor Claude G. Bowers, han acordado lo que sigue:

ARTICULO I

En conformidad con el Convenio Básico para Cooperación Técnica, suscrito por los dos Gobiernos en Santiago de Chile, el 16 de Enero de 1951, ratificado por el Congreso de Chile y promulgado por el Decreto No. 392, de fecha 26 de Junio de 1951, del Ministerio de Relaciones Exteriores, se llevará a cabo en Chile el programa cooperativo que más adelante se indica. Los compromisos contraídos por el Gobierno de la República de Chile mediante este Acuerdo, serán asumidos por el Ministerio de Obras Públicas y Vías de Comunicación (en adelante llamado MINISTERIO). Los compromisos aquí contraídos por el Gobierno de los Estados Unidos de América, serán asumidos por el Instituto de Asuntos Interamericanos (en adelante llamado INSTITUTO), una agencia incorporada de dicho Gobierno. El Ministerio, en representación del Gobierno de la República de Chile, y el Instituto, en representación del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases de la planificación y la administración del programa cooperativo. El Instituto obtendrá la colaboración de otras reparticiones del Gobierno de los Estados Unidos de América y de otras instituciones, públicas o privadas, para cumplir con los compromisos contraídos por el presente Acuerdo. Este Acuerdo y todas las actividades que se emprendan en virtud de él, estarán sujetas a lo estipulado en el Convenio Básico para Cooperación Técnica.

ARTICULO II

Los objetivos de este programa cooperativo serán:

1. Estudiar la mejor utilización de las aguas y suelos aptos para el riego en el área comprendida entre el río Maule y el río Bío-Bío.
2. Planificar en detalle los proyectos de regadio que, de acuerdo con dichos estudios, resulten practicables.
3. Estimular e incrementar el intercambio entre ambos países de conocimientos, prácticas y técnicas en este ramo.
4. Promover y acrecentar la amistad y buen entendimiento entre los pueblos de Chile y de los Estados Unidos de América y fortalecer las prácticas democráticas.

ARTICULO III

El programa cooperativo podrá incluir actividades de los siguientes tipos:

1. Hidrología - Efectuar estudios sobre abastecimientos de agua de fuentes superficiales y subterráneas.
2. Clasificación de suelos - Fijar standards para clasificar los suelos según sus condiciones físicas y económicas para el riego.
3. Economía Agrícola - Avaluar los costos y resultados de los proyectos que se desarrollem.
4. Topografía - Hacer estudios detallados sobre la distribución de las aguas y el trazado de canales.
5. Ingeniería - Diseñar edificios, canales y compuertas derivadoras y otras obras relacionadas con los proyectos.

ARTICULO IV

El Instituto acuerda proporcionar los técnicos y especialistas que colaborarán en la realización del programa cooperativo.

ARTICULO V

Por el presente instrumento se establece un Fondo Común que funcionará como un organismo del Gobierno de la República de Chile y administrará el programa cooperativo en conformidad con lo estipulado en el presente Acuerdo. El Ministro de Obras Públicas y Vías de Comunicación (en adelante llamado MINISTRO), o su Delegado, y el Director de Cooperación Técnica del Instituto en Chile, o su Delegado, actuarán como Directores del Fondo Común. Los dineros del Fondo se mantendrán en el banco o bancos que determinen los Directores y estarán disponibles exclusivamente para los fines de este Acuerdo.

ARTICULO VI

Las partes contratantes aportarán los fondos que se detallan a continuación para llevar a cabo el programa durante el período comprendido por este Acuerdo.

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la fecha en que se firma este Acuerdo y el 30 de Junio de 1954 proveerá los fondos necesarios para cancelar los sueldos y otros gastos de los técnicos y especialistas norteamericanos, así como otros gastos de orden administrativo en que pueda incurrir el Gobierno de los Estados Unidos de América con relación a este programa cooperativo. Estos fondos serán controlados por el Instituto y no se depositarán a la cuenta del Fondo Común.

2. Además, el Gobierno de los Estados Unidos de América proporcionará al Fondo Común para el período comprendido entre la fecha en que se firma este Acuerdo, y el 30 de Junio de 1954, la suma de US\$50.000.00 (Cincuenta Mil Dólares), en moneda de los Estados Unidos de América. Las partes contratantes acuerdan que estos fondos serán retenidos en los Estados Unidos

de América para pagar los gastos del Fondo Común efectuados fuera de la República de Chile en dólares, sin perjuicio que el Ministro y el Director de Cooperación Técnica del Instituto acuerden depositar a la cuenta del Fondo Común cualquier parte de los fondos así retenidos, cuando lo estimen conveniente. Las sumas así invertidas serán consideradas como depositadas a la cuenta del Fondo Común, siempre que su inversión haya sido acordada por el Ministro y el Director.

3. El Gobierno de la República de Chile depositará en la cuenta del Fondo Común, para el periodo comprendido entre la fecha en que se firma este Acuerdo y el 30 de Junio de 1954, la suma de \$9.000.000.00 (Nueve Millones de Pesos) en moneda de la República de Chile.

4. Las partes contratantes podrán acordar por escrito posteriormente los fondos que contribuirán cada año las respectivas partes para continuar el programa durante el periodo comprendido entre el 30 de Junio de 1954 y el 30 de Junio de 1960.

5. La conversión de los fondos aportados por el Gobierno de los Estados Unidos de América al Fondo Común, deberá efectuarse al cambio más alto obtenible al momento de la conversión.

6. Las sumas depositadas en la cuenta del Fondo Común, tanto en los bancos de los Estados Unidos de América como en Chile, podrán retirarse únicamente mediante cheques u otros instrumentos de pago debidamente firmados por ambos Directores del Fondo Común. Los Directores estipularán en el Acuerdo de Depósito a firmarse con cualquier banco, que el banco se comprometerá a restituir al Fondo Común cualquier suma de dinero que no sea pagada por el banco contra cheques u otros instrumentos de pago debidamente firmados por ambos Directores.

ARTICULO VII

1. Los proyectos que se emprendan en conformidad a este Acuerdo podrán

comprender la cooperación de otras instituciones fiscales de carácter nacional, provincial o de carácter particular, o de otras organizaciones internacionales de las cuales la República de Chile y los Estados Unidos de América son miembros. Por acuerdo de los Directores, serán aceptados para el Fondo Común los aportes en dinero o bienes que se reciban de una o de ambas partes contratantes o de terceras partes, además de las ya citadas en el Artículo VI.

2. El Gobierno de la República de Chile, además del aporte en dinero efectivo estipulado en el párrafo 3 del Artículo VI de este Acuerdo, podrá por su propia cuenta y por acuerdo entre el Ministro y el Director de Cooperación Técnica:

- a) Designar técnicos y otro personal necesario para colaborar con el Fondo Común.
- b) Proporcionar oficinas, equipo y amoblado para oficinas y otras facilidades, materiales, equipo, mercaderías y servicios que pueda convenientemente facilitar para el programa;
- c) Poner a disposición la ayuda general de otras reparticiones del Gobierno de la República de Chile para llevar a cabo el programa cooperativo.

ARTICULO VIII

1. El programa cooperativo consistirá en proyectos que deberán ser planificados y administrados conjuntamente por los Directores del Fondo Común. Cada proyecto será incorporado en un acuerdo de proyecto de trabajo, firmado por ambos Directores, que definirá el trabajo por realizar; asignará los fondos necesarios y comprenderá otros asuntos que los Directores acuerden incluir.
2. Al término de cualquier proyecto, se redactará un Memorandum de Terminación de Proyecto, que será firmado por los Directores, y contendrá un resumen del trabajo realizado, los resultados alcanzados, los fondos aportados, los

problemas que se hubieren presentado y solucionado, y demás datos pertinentes.

3. La selección de especialistas, técnicos y otro personal chileno en el ramo de la agricultura que sean enviados a los Estados Unidos de América u otro país por cuenta del Fondo Común en virtud de este programa, así como las actividades de especialización u otras en que ellos participen, serán determinadas conjuntamente por los Directores.

4. Las normas generales y procedimientos administrativos que regirán el programa cooperativo; la ejecución de los proyectos y el manejo de los dineros del Fondo Común, tales como su desembolso y contabilización; la aceptación de compromisos por parte del Fondo Común; la compra, uso, inventario, control y disposición de los bienes; el nombramiento y despido de jefes y de otro personal del Fondo Común y los términos y condiciones de su empleo y todo otro asunto de índole administrativa, serán determinados conjuntamente por los Directores.

5. Todos los contratos, otros instrumentos y documentos relativos a la ejecución de los proyectos acordados se celebrarán en nombre del Fondo Común y serán firmados por ambos Directores. Los libros y registros del programa del Fondo Común estarán en todo momento a disposición para su revisión e inspección por los representantes autorizados del Gobierno de la República de Chile y del Gobierno de los Estados Unidos de América. Los Directores rendirán conjuntamente un informe anual de sus actividades a los dos Gobiernos, y otros informes periódicos según se estime conveniente.

6. Cualquier derecho, poder u obligación conferido por este Acuerdo, tanto al Ministro o al Director de Cooperación Técnica del Instituto, podrá ser delegado por cualquiera de ellos a cualquiera de sus respectivos ayudantes, siempre que dicha delegación sea, en cada caso, satisfactoria al otro contratante. Tal delegación no limitará el derecho del Ministro ni del Director de Cooperación Técnica del Instituto de tratar de resolver directamente

entre ellos cualquiera de los asuntos que comprende este Acuerdo.

ARTICULO IX

1. Las sumas depositadas en la cuenta del Fondo Común permanecerán disponibles para los fines del programa durante la vigencia del presente Acuerdo, sin tomar en consideración la terminación del año calendario o del ejercicio presupuestario de cualquiera de los dos Gobiernos.

2. Los equipos, materiales o mercaderías adquiridas para el programa serán bienes del Fondo Común y se utilizarán exclusivamente para los fines del programa. Cualesquier material, equipo o mercadería que quede al término del programa se pondrá a disposición del Gobierno de Chile.

3. Los intereses que perciba el Fondo Común y cualquier otro incremento en el haber del Fondo Común, de cualquier origen o naturaleza, será destinado al programa y no se abonará a los aportes efectuados por cualquiera de los Gobiernos.

4. A menos que las partes contratantes acuerden otra cosa, al término del programa cooperativo, los dineros del Fondo Común que no hubieren sido gastados o comprometidos a esa fecha, se dispondrán como sigue:

- a) Los fondos depositados en moneda chilena se devolverán al Gobierno de la República de Chile.
- b) Los fondos que queden depositados en dólares en los Estados Unidos de América, se devolverán al Gobierno de los Estados Unidos de América.

ARTICULO X

El Gobierno de Chile acuerda conceder al Fondo Común y a todo su personal, todos los derechos y privilegios de que gozan las reparticiones y demás organismos del Gobierno de la República de Chile y su personal.

ARTICULO XI

Las partes contratantes acuerdan que el personal del Instituto que cooperará en este programa, tendrá los mismos derechos que se le confiere en el Artículo IV del Acuerdo Básico para Cooperación Técnica.

ARTICULO XII

El Gobierno de la República de Chile tratará de obtener la aprobación legislativa de las disposiciones del presente Acuerdo que la requieran y tomará las medidas ejecutivas necesarias para su cumplimiento.

ARTICULO XIII

Este Acuerdo se denominará "Acuerdo Chileno-Americanano para un Programa de Utilización de las Aguas en el Área comprendida entre el río Maule y el río Bio-Bio". Entrará en vigencia el día de su firma, y regirá hasta el 30 de Junio de 1960, o hasta tres meses después que cualquiera de los dos Gobiernos informe por escrito al otro de su intención de ponerle término. La vigencia del Acuerdo hasta el 30 de Junio de 1960, estará sujeta a la disponibilidad de fondos de ambas partes para los fines del programa y a lo dispuesto en el párrafo 4 del Artículo VI del presente Acuerdo.

Hecho en cuatro ejemplares, en los idiomas castellano e inglés, en Santiago de Chile, el día 17 de Junio de 1953.

POR EL GOBIERNO DE LA REPUBLICA DE CHILE

Oscar Fernández

Ministro de Relaciones Exteriores

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Charles W. Rowes

Embajador

MINISTERIO DE OBRAS PUBLICAS Y VIAS DE COMUNICACION

Jacinto

Ministro de Obras Públicas y Vías de Comunicación

POR EL INSTITUTO DE ASUNTOS INTERAMERICANOS

Wm. W. Daltz

Director de Cooperación Técnica en Chile

TIAS 2944
Aug. 27, 1953
and Jan. 15, 1954

TECHNICAL COOPERATION

**Agreement between the
UNITED STATES OF AMERICA
and BOLIVIA**

- Effectuated by Exchange of Notes
Signed at La Paz August 27, 1953
and January 15, 1954
- Entered into force January 15, 1954

*The American Ambassador to the Bolivian Minister of Foreign Affairs
and Worship*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
La Paz, August 27, 1953.

No. 31

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the desirability of our embodying in a single exchange of notes a number of provisions which are common to the agreements entered into between our two Governments pursuant to the General Agreement for Technical Cooperation between the United States of America and the Republic of Bolivia, signed at La Paz on March 14, 1951, [¹] in order thereby to simplify and abbreviate both the text and the process of negotiation of subsequent agreements. To this end I propose that the following provisions shall be deemed to be applicable to all agreements that may hereafter be entered into pursuant to the said General Agreement for Technical Cooperation:

1. The Technical Cooperation Administration of the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America, will make available a group of technicians and specialists to collaborate in carrying out the activities that may be provided for in such agreements. The technicians and specialists thus made available will constitute the Technical Mission of the Administration in Bolivia and be headed by a Director of Technical Cooperation. The Director and other members of the Technical Mission will be selected by the Government of the United States of America but shall be acceptable to the Government of Bolivia.

2. The agreements may be executed by the Director of Technical Cooperation or a principal member of the Technical Mission designated by him, on behalf of the Administration, and by the Minister or other Head of the appropriate ministry or agency of the Government of Bolivia, on behalf of such ministry or agency.

3. The agreements may establish such administrative arrangements and agencies, and may make provision for such financial

¹ Treaties and Other International Acts Series 2221, 2 UST 671.

contributions by the two Governments, as may be necessary and consistent with the laws of the two countries.

4. Funds introduced into Bolivia by the Administration pursuant to such agreements shall be convertible into bolivianos at the highest rate which, at the time the conversion is made, is available to the Government of the United States for its diplomatic and other official expenditures in Bolivia.

5. Supplies, equipment and materials introduced into Bolivia by the Administration, either directly or by contract with public or private organizations, for the purpose of effectuating such an agreement shall be admitted into Bolivia free of any customs duties and import taxes.

6. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Bolivia to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Bolivia under paragraph 1 hereof, shall be exempt from income and social security taxes levied under the laws of Bolivia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

7. The two Governments will establish procedures whereby the Government of Bolivia will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Bolivia 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.

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

EDWARD J SPARKS

His Excellency

Dr WALTER GUEVARA ARZE,
Minister of Foreign Affairs and Worship,
La Paz.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPÚBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

No. O. I. 46-

LA PAZ, 15 de enero de 1954.

SEÑOR EMBAJADOR:

Me es honroso referirme a la atenta nota de Vuestra Excelencia marcada con el No. 31, de fecha 27 de agosto de 1953, en la que se sirve exponer la conveniencia de reunir en un solo texto, mediante un intercambio de notas, las regulaciones comunes a los acuerdos suscritos, o que pudieran suscribirse entre nuestros dos Gobiernos con relación al Acuerdo General sobre Cooperación Técnica entre la República de Bolivia y los Estados Unidos de América, documento que fué firmado el 14 de marzo de 1951.

En respuesta, me complazco en expresar a Vuestra Excelencia, que las regulaciones propuestas por Vuestra Excelencia, cuyo texto en español se transcribe a continuación, han sido aprobadas por el Gobierno de Bolivia y que ellas serán aplicables a los Convenios que sobre la ejecución del Acuerdo General sobre Cooperación Técnica se suscriba entre nuestros dos países.

1.— La Administración de Asistencia Técnica de la Administración de Operaciones en el Extranjero (que en adelante se denominará la "Administración"), que es una agencia del Gobierno de los Estados Unidos de América, proporcionará un grupo de técnicos y especialistas para colaborar en la ejecución de las actividades que pudieran estipularse en tales convenios. Los técnicos y especialistas que al efecto fueren designados, constituirán la Misión Técnica de la Administración en Bolivia, la que estará presidida por un Director de Asistencia Técnica. El Director y los demás miembros de la Misión Técnica serán elegidos por el Gobierno de los Estados Unidos de América, con el acuerdo del Gobierno de Bolivia.

2.— Los convenios podrán ser ejecutados por el Director de Asistencia Técnica o uno de los miembros principales de la Misión Técnica designado por él, en representación de la Administración, y por el Ministro o por un funcionario del Ministerio o Agencia pertinente del Gobierno de Bolivia, en representación de dicho Ministerio o Agencia.

3.— Los Convenios podrán establecer tales arreglos administrativos y agencias así como disponer las contribuciones monetarias de los dos Gobiernos que resultaren necesarias y que sean compatibles con las leyes de los dos países.

4.- Los fondos que la Administración traiga a Bolivia en virtud de tales convenios, serán convertibles a moneda boliviana al tipo de cambio más favorable que pueda obtener el Gobierno de los Estados Unidos para sus desembolsos diplomáticos y otros gastos en Bolivia, en la fecha en que se efectúe la conversión.

5.- Los abastecimientos, equipos y materiales que la Administración introduzca a Bolivia, ya sea directamente o por contratos con organizaciones públicas o particulares, con el objeto de realizar tal Convenio, serán liberados de toda clase de derechos aduaneros e impuestos a la importación.

6.- Todo el personal del Gobierno de los Estados Unidos de América, ya sea directamente empleado por ese Gobierno o bajo contrato con una organización pública o particular, que se encuentre al presente en Bolivia desempeñando trabajos por cuenta del programa cooperativo y cuyo ingreso al país hubiese sido aprobado por el Gobierno de Bolivia de conformidad con el párrafo 1º que antecede, será eximido de los impuestos a la renta y al seguro social que contemplan las leyes bolivianas, en lo que respecta a la renta sobre la cual los miembros de ese personal se hallan obligados a pagar impuestos a la renta y el seguro social al Gobierno de los Estados Unidos de América, de impuestos a la propiedad sobre efectos personales para uso propio y del pago de cualesquier derechos e impuestos aduaneros sobre efectos de uso personal o enseres de casa que se importaren al país para uso personal o de miembros de su familia.

7 - Los dos Gobiernos establecerán procedimientos adecuados mediante los cuales el Gobierno de Bolivia depositará, segregará o conferirá título de propiedad sobre todos los fondos asignados a, o derivados de cualquier programa de asistencia de los Estados Unidos, de tal manera que esos fondos no se hallen sujetos a embargos, decomisos, o cualquier otro procedimiento legal por persona alguna, firma, agencia, corporación, organización o gobierno, cuando el Gobierno de los Estados Unidos comunique al Gobierno de Bolivia que tal procedimiento legal puede interferir en el logro de los objetivos otorgados.

Me valgo de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi consideración más alta y distinguida.

W GUEVARA A

Al Excelentísimo señor

EDWARD J SPARKS,

Embajador de los Estados Unidos de América.

Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. O. I. 46

LA PAZ, January 15, 1954.

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note No. 31 of August 27, 1953, in which you were good enough to suggest the desirability of embodying in a single text, through an exchange of notes, the provisions common to the agreements that have been or may be entered into between our two Governments pursuant to the General Agreement for Technical Cooperation between the Republic of Bolivia and the United States of America, which was signed on March 14, 1951.

In reply, I take pleasure in informing Your Excellency that the provisions proposed by Your Excellency, the Spanish text of which is transcribed below, have been approved by the Government of Bolivia, and that they will apply to such agreements on the implementation of the General Agreement for Technical Cooperation as may be entered into by our two countries.

[For the English version of the provisions, see *ante*, p. 519.]

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

W GUEVARA A

His Excellency

EDWARD J. SPARKS,

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

TIAS 2945
Apr. 23, 1954 LOAN AGREEMENT

**Between the
UNITED STATES OF AMERICA and the
EUROPEAN COAL AND STEEL COMMUNITY**

- Signed at Washington April 23, 1954
- Entered into force April 23, 1954

LOAN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE EUROPEAN COAL AND STEEL COMMUNITY

WHEREAS, the European Coal and Steel Community, established by Treaty dated April 18, 1951, was created with supranational powers in order to establish a common basis for economic development in Europe through the creation of a common market in coal and steel and thereby to establish a foundation for the unification of Europe; and

WHEREAS, the United States of America, recognizing that economic unification in Europe is a means of building strength, enhancing security, and preserving peace in the North Atlantic area, desires to assist the European Coal and Steel Community in its efforts to attain the objectives of the Community; and

WHEREAS, the attainment of the purposes of the European Coal and Steel Community requires at this time that additional capital resources from outside the Community be made available to the enterprises of the Community in order to modernize and expand facilities for the production of raw materials; and

WHEREAS, the High Authority of the European Coal and Steel Community has requested the extension of credit by the United States of America in order to provide additional capital resources, thereby enabling it to further the creation of a broad competitive market in coal and steel and to stimulate the revival of European capital markets; and

WHEREAS, the President of the United States of America has determined that it is necessary and appropriate in order to achieve the purposes of the Mutual Security Act of 1951, as amended, [1] to assist the High Authority of the European Coal and Steel Community to carry out the purposes of the Community by extending a loan to the High Authority from funds available under that Act;

Now, THEREFORE, the Government of the United States of America and the High Authority of the European Coal and Steel Community hereby agree as follows:

¹ 65 Stat. 373; 22 U. S. C. § 1651 *et seq.*

ARTICLE I*Establishment of Credit*

There is hereby established in favor of the High Authority a credit of One Hundred Million Dollars (\$100,000,000) against which Export-Import Bank of Washington (hereinafter referred to as "Eximbank"), acting as agent for the Government of the United States of America, will make advances from time to time, after the date of this Agreement and on or before June 30, 1955, in furtherance of the purposes expressed in the preamble of this Agreement and subject to the terms and conditions hereinafter stated, to enable the High Authority to make loans (hereinafter referred to as "project loans") to enterprises to which the High Authority is empowered to make loans under the Treaty. Such loans shall be made to assist such enterprises in financing investment projects initiated by them which are approved by the High Authority as urgently required for modernizing and expanding facilities for the production of raw materials in the Community, and which are considered by the High Authority to be consistent with the operation of a common market free from national barriers and private obstructions to competition.

For the purposes of the credit, such investment projects shall be limited to the following categories:

- (a) Modernizing and mechanizing mining operations and expanding capacity for the production of coal and providing additional housing for miners.
- (b) Modernizing and mechanizing mining operations and expanding capacity for the production of iron ore, modernizing facilities for the treatment of iron ore, and providing additional housing for miners.
- (c) Modernizing operations and expanding capacity for the production of coke.
- (d) Constructing and modernizing power stations at the pit heads to facilitate the use of low-grade coal to supply low-cost power for coal mining operations and for sale.

ARTICLE II*Advances Under the Credit*

Not less than thirty days prior to the date on which the High Authority desires an advance under the credit, it shall notify Eximbank of its intention to request such advance, specifying the date of such advance and the amount thereof in terms of United States

dollars. Such advance may be made in United States dollars or, at the option of Eximbank after consultation with the High Authority, in whole or in part in any currency other than United States dollars (hereinafter referred to as "foreign currency") which the Government of the United States of America will be able to supply to the High Authority on the date specified for the advance and which will be usable by the High Authority in making project loans. Each such amount of foreign currency shall thereupon become a constituent of the proposed advance as hereinafter provided.

Not less than two days prior to the date specified for the advance, the High Authority may present to Eximbank its request for an advance under the credit in a total amount of United States dollars equal to the amount specified as provided above. Each such request shall be accompanied by the following in form and substance satisfactory to Eximbank:

- (a) The promissory note of the High Authority conforming to the provisions of Article III (hereinafter referred to as the "Dollar Payment Note") in a principal amount determined by subtracting from the United States dollar amount of the advance the aggregate principal United States dollar amount of any notes which the High Authority is required to submit with such request under the provisions of the next succeeding subparagraph.
- (b) With respect to each amount of foreign currency which has become a constituent of the advance as provided above, a promissory note of the High Authority conforming to the provisions of Article IV (hereinafter referred to as an "Optional Payment Note") in a principal amount determined by converting the amount of such foreign currency into United States dollars as of the date of preparing such request at the rate of exchange specified in Article V.
- (c) A statement signed by a duly authorized official of the High Authority designating by name and amount the bank or banks in which the High Authority desires to have deposited to its credit the United States dollars constituting the proceeds of the Dollar Payment Note and designating the bank in which the High Authority desires to have deposited to its credit the foreign currency constituting the proceeds of each Optional Payment Note.
- (d) With respect to each Optional Payment Note, a statement signed by a duly authorized official of the High Authority

authorizing Eximbank to insert in such note the rate of exchange at which Eximbank has advanced the foreign currency in which such note is optionally payable.

On the date specified for the advance, Eximbank will deposit or cause to be deposited to the credit of the High Authority, in accordance with the aforesaid designation, an aggregate amount of United States dollars equal to the principal amount of the Dollar Payment Note and an amount of foreign currency equal to the principal amount in United States dollars of each Optional Payment Note converted on said date into the foreign currency in which it is optionally payable at the rate of exchange specified in Article V.

The United States dollars so deposited to the credit of the High Authority shall be disbursed by the High Authority, whether by conversion into foreign currency or otherwise, only when and to the extent that Eximbank has received a statement or statements signed by a duly authorized official of the High Authority setting out (1) that the High Authority has received from one or more governments undertakings in writing that United States dollar exchange will be made available to it at the times and in the amounts necessary to permit a prompt and full payment of each installment of principal and interest on the Dollar Payment Note; and (2) that each such statement contains an acknowledgment of the government giving the same that it is given for the benefit of Eximbank and for the purpose of inducing Eximbank to advance United States dollars to the High Authority. A copy of each such undertaking shall forthwith be transmitted to Eximbank.

ARTICLE III

Dollar Payment Notes

Each Dollar Payment Note given to evidence an advance under the credit shall be a general obligation of the High Authority pledging its full faith and credit for the payment of the principal thereof and interest thereon in accordance with its terms.

Each such note shall be dated as of its date of issue; shall be in the amount determined as provided in Article II (a); shall be payable to the order of Eximbank or its nominee or nominees at the office of Eximbank in Washington, D. C. or at such other place as Eximbank may designate; and shall be payable, both as to principal and interest, in lawful money of the United States.

The principal of each note shall be due and payable in twenty-two

annual installments on the dates and in the percentages of such principal amount set forth below:

<i>Date</i>	<i>Percentage of Principal</i>
May 1, 1958	2.9
May 1, 1959	3.1
May 1, 1960	3.2
May 1, 1961	3.3
May 1, 1962	3.4
May 1, 1963	3.6
May 1, 1964	3.7
May 1, 1965	3.9
May 1, 1966	4.0
May 1, 1967	4.2
May 1, 1968	4.3
May 1, 1969	4.5
May 1, 1970	4.7
May 1, 1971	4.9
May 1, 1972	5.0
May 1, 1973	5.2
May 1, 1974	5.4
May 1, 1975	5.7
May 1, 1976	5.9
May 1, 1977	6.1
May 1, 1978	6.4
May 1, 1979	6.6

Each such note shall bear interest from its date of issue at the rate of three and seven-eighths' per cent (3 $\frac{7}{8}$ %) per annum on the unpaid principal balance thereof from time to time outstanding, such interest to be computed on the basis of the actual number of days using a factor of 365 days and to be due and payable on May 1 of each year; it being understood, however, that an appropriate adjustment will be effected with respect to interest accrued between the date of each such note and the date of its purchase hereunder.

Each such note shall be in the English language; shall be satisfactory in form and substance to Eximbank; and shall be substantially in the form of Exhibit A annexed hereto and made a part hereof.

ARTICLE IV

Optional Payment Notes

Each Optional Payment Note given to evidence an advance under the credit shall be a general obligation of the High Authority pledging its full faith and credit for the payment of the principal thereof and interest thereon in accordance with its terms.

Each such note shall be dated as of its date of issue; shall be in the amount determined as provided in Article II (b); shall be payable

to the order of Eximbank or its nominee or nominees at the office of Eximbank in Washington, D. C., or at such other place as Eximbank may designate; and shall be payable, both as to principal and interest, in lawful money of the United States or, at the option of the maker, in whole or in part in the foreign currency advanced against such note at the rate of exchange at which such foreign currency was advanced.

The principal and interest of each such note shall be due and payable and each such note shall bear interest as provided with respect to Dollar Payment Notes in Article III.

Each such note shall be in the English language; shall be satisfactory in form and substance to Eximbank; and shall be substantially in the form of Exhibit B annexed hereto and made a part hereof.

ARTICLE V

Rates of Exchange

For the purposes of this Agreement, the rate of exchange between United States dollars and any foreign currency on any date specified herein shall be the ratio of the par values of such currencies on that date as agreed with the International Monetary Fund or, if such par values are not then agreed, the most favorable rate at which the Government of the United States of America is then purchasing its requirements of that currency.

ARTICLE VI

Prepayment of Promissory Notes

The High Authority hereby reserves the right to prepay at any time and from time to time, without penalty or premium, all or any part of the principal of any or all promissory notes issued hereunder by payment of the principal amount so prepaid with interest thereon to the date of prepayment. Each such prepayment shall be accompanied by instructions specifying the note or notes to which such prepayment is to be applied and the amount to be applied to each such note. Such prepayment shall thereupon be applied pro rata to the installments of principal on such note or notes in accordance with such specification.

ARTICLE VII

Covenants of the High Authority

Without in any way limiting the general liability of the High Authority under other provisions of this Agreement and as the maker of the promissory notes given to evidence advances under the credit,

the High Authority hereby covenants that, until all such advances and interest thereon have been paid in full:

- (a) The High Authority will adhere to and carry out the policies which it has established in connection with the use of its credit to assist the enterprises of the Community in obtaining capital for their investment needs as set forth in the letter addressed by the High Authority to Eximbank, a copy of which is annexed hereto as Exhibit C.
- (b) The High Authority will maintain and collect levies, as provided in the Treaty, on the production of coal and steel by enterprises within the jurisdiction of the Community, sufficient to provide, in addition to any other payments to be made therefrom, for any payment of such advances and interest thereon which cannot be promptly and fully paid from the receipts of the High Authority from project loans made with the proceeds of such advances, or promptly and fully paid from its other funds; and the High Authority will apply such levies, to the extent required, to the payment of such advances and interest thereon.
- (c) Each project loan will include such terms as the High Authority shall deem to be most in its interest and, if not secured by a mortgage or other lien upon the project, will include a commitment by the enterprise not to create any mortgage or other lien thereon (except that the High Authority may, in particular cases, authorize the enterprise to give a prior lien to the supplier of equipment to secure deferred payment of part of the purchase price), unless the project loan shall be secured thereby equally and ratably with all other indebtedness secured by such mortgage or lien.
- (d) The High Authority will retain all obligations representing project loans and any security therefor, and all undertakings received under the last paragraph of Article II, in a separate portfolio (at all times free of any mortgage, pledge or other priority, except as stated below) dedicated to the payment of the installments of principal and interest becoming due on the promissory notes given to evidence advances under the credit. The High Authority will pledge and hold in trust for the benefit of Eximbank all obligations and any security therefor and the above mentioned undertakings which are from time to time in the special portfolio; and it will take such action as may be necessary under the laws of any member country of the Community to give effect to the provisions of this subparagraph (d), and to make such pledge and the trusteeship

of such obligations and security therefor and such undertakings effective against claims of third parties.

Such pledge and trusteeship shall not require the High Authority to apply the payments of principal or interest received by it on such obligations, whether received by prepayment or in due course or through the enforcement of any security, to the payment of the promissory notes issued hereunder; and shall not prevent the withdrawal of any or all of such obligations, together with any security for the obligations so withdrawn, for the purpose of sale in the currency in which such obligations are payable; provided, however, that such payments and the proceeds of such sales shall be made subject forthwith to such pledge and trusteeship, and shall not be converted into any other currency (without obtaining from the appropriate national government further undertakings of the nature specified in the last paragraph of Article II) except for the purpose of making payments on the promissory notes issued hereunder, and may be used by the High Authority only for such purpose or for making additional project loans. In the latter event, any and all obligations and any security therefor given to or for the benefit of the High Authority by any enterprise receiving such a project loan shall likewise be made subject forthwith to such pledge and trusteeship.

Such pledge and trusteeship shall not prevent the withdrawal of any or all of such obligations, together with any security for the obligations so withdrawn, for the purpose of exchanging such obligations for other obligations of the same enterprise payable in the same currency; provided, however, that any and all obligations and any security therefor given to or for the benefit of the High Authority by any enterprise making such exchange shall be made subject forthwith to such pledge and trusteeship.

Upon the withdrawal of any obligations and any security therefor under the provisions of either of the two preceding paragraphs, the title to such obligations and security shall be deemed to be released fully and completely from such pledge and trusteeship and such release may be evidenced by the execution and delivery of such documents or by taking such action with respect to such obligations and security as may be appropriate for that purpose.

Upon payment in full of any project loan, the obligations representing such loan and any security therefor shall, on the initiative of the High Authority, be cancelled and discharged.

- (e) It is recognized that the High Authority may hereafter deem it advisable to borrow additional funds for the purpose of making loans to enterprises as contemplated by the Treaty to assist them in financing their capital requirements.

The High Authority and the United States of America will proceed without delay to study together the steps to be taken to enlarge the separate portfolio and the pledge and trusteeship provided for in subparagraph (d) so as to include both (1) the obligations and any security therefor and all undertakings required by the last paragraph of Article II received by the High Authority in connection with project loans under this Agreement and (2) the obligations and any security therefor and all undertakings of the nature specified in the last paragraph of Article II received by it in connection with loans made to enterprises with the proceeds of all additional borrowings of the High Authority, and so that the enlarged pledge and trusteeship shall be for the equal pro rata benefit of all lenders to the High Authority. If, as a result of such study, it is mutually determined that such enlargement is advisable, the High Authority and the United States of America will enter into an agreement supplemental to this Agreement containing provisions appropriate for the creation of such common pledge and trusteeship.

Pending the execution of such supplemental agreement, the High Authority undertakes that it will not grant to any other lender in connection with any subsequent loan to the High Authority more favorable terms with respect to the matters referred to in subparagraphs (c) and (d) above than are set forth in said subparagraphs for the benefit of Eximbank. In making loans to enterprises with the proceeds of the credit and the proceeds of any other borrowing or borrowings by the High Authority, it will follow the policy set forth in the letter addressed by the High Authority to Eximbank, a copy of which is annexed hereto as Exhibit D.

ARTICLE VIII

Non-discriminatory Purchasing

The High Authority will use its best efforts with the governments of the member countries of the Community to assure that recipients of project loans made out of the proceeds of advances under the credit shall not, in using such loans, be prevented by exchange or other restrictions from purchasing goods or services from sources most advantageous to them on the basis of commercial considerations.

ARTICLE IX*Consultation and Reports*

Full opportunity shall be afforded to accredited representatives of the Government of the United States of America to consult with the High Authority concerning matters of mutual interest in connection with this Agreement.

The High Authority will keep Eximbank fully informed with regard to its general financial situation, the use of advances under the credit, matters affecting the service of the credit, and such other matters as Eximbank may from time to time reasonably request.

The High Authority and Eximbank will determine by consultation from time to time the scope and manner of reporting the foregoing information as may be required by Eximbank to carry out its responsibilities hereunder and as may be required by the applicable legislation pursuant to which the funds are made available under the credit.

ARTICLE X*Default*

The entire principal of all promissory notes issued hereunder and accrued interest thereon shall become due and payable, on demand of Eximbank, upon the occurrence of any of the following events:

- (a) A default in the prompt and full payment of any installment of principal or interest on any such note, or upon any other indebtedness of the High Authority incurred for borrowed money, which shall not be cured by payment thereof within thirty days of the due date; or
- (b) A material breach of any covenant contained in Article VII which shall not be cured within ninety days after notice thereof from Eximbank to the High Authority; or
- (c) The Treaty shall be modified in a manner adversely affecting the capacity of the High Authority to perform its obligations under this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, upon demand by Eximbank under this Article X, the High Authority, if unable to make full and immediate payment of such principal and interest, shall forthwith endorse and transfer to Eximbank or to any nominee or nominees of Eximbank any or all of the obligations and any security therefor given to or for the benefit of the High Authority by any enterprise as aforesaid, together with the undertakings relating thereto received pursuant to the last paragraph of Article II, or the High Authority will, without cost to Eximbank, take such action as may be necessary to effect the collection of such obligations through the enforcement of any security therefor or other-

wise and will apply the proceeds thereof forthwith to the payment of the promissory notes issued hereunder.

No rights of the Government of the United States of America under this Agreement or under any promissory note issued hereunder shall be waived, or otherwise impaired, by reason of the election by such Government to exercise the right given to it in the preceding paragraph; or by reason of the failure of such Government to make demand under this Article X; or by reason of its failure to exercise any other rights under this Agreement or under any promissory note issued hereunder.

ARTICLE XI

Commitment Fee

The High Authority shall pay to Eximbank a commitment fee at the rate of one-half of one per cent ($\frac{1}{2}$ of 1%) per annum on the principal amount of the credit which has not been advanced prior to January 1, 1955, and which may remain undisbursed from time to time thereafter. Such fee shall be computed on the basis of the actual number of days using a factor of 365 days and shall be payable in lawful money of the United States on January 31, 1955, and on the last day of each month thereafter.

ARTICLE XII

Taxes

The principal of the promissory notes issued hereunder and the interest thereon shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed thereon or on said promissory notes or the holders thereof by or within any member country of the Community or any political or taxing subdivision of any such member country.

ARTICLE XIII

Legal Opinion and Other Documents

Prior to and as a condition of the first advance under the credit, Eximbank shall be furnished with the following:

- (a) An opinion or opinions of the chief legal officer of the High Authority or other counsel satisfactory to Eximbank demonstrating to the satisfaction of Eximbank (1) that this Agreement has been validly signed and entered into by the High Authority and is binding upon it in accordance with its terms and (2) that the promissory notes, when and as signed and issued pursuant hereto, will constitute the valid and binding obligations of the High Authority in accordance with their terms. Such opinion

or opinions shall be supported by such reference to treaties, constitutional and statutory provisions, special acts, decrees, regulations, resolutions and other records of action of governing bodies, powers of attorney and other documents as may be appropriate in the premises and shall be accompanied by certified copies of such of the foregoing as Eximbank may reasonably request.

- (b) Evidence of the authority (1) of the person or persons who will date and sign the promissory notes to be issued hereunder and act as the representative or representatives of the High Authority in connection with the signature of this Agreement and the operation of the credit established hereby; and (2) of the person or persons who will sign and approve the statements, certificates, reports and other documents to be furnished to Eximbank hereunder; together with the authenticated specimen signature in duplicate of each such person.

From time to time thereafter, Eximbank shall be furnished with such additional opinions of the chief legal officer of the High Authority or other counsel and such additional evidences of authority, authenticated specimen signatures, documents and other information as it may reasonably request.

Done in duplicate at Washington this 23d day of April, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WALTER BEDELL SMITH

FOR THE HIGH AUTHORITY OF THE
EUROPEAN COAL AND STEEL COMMUNITY:

JEAN MONNET.
Dr. HEINZ POTTHOFF
ENZO GIACCHERO

EXHIBIT A

HIGH AUTHORITY OF THE EUROPEAN
COAL AND STEEL COMMUNITY

PROMISSORY NOTE
(Dollar Payment Note)

LUXEMBOURG

No. ____
\$ ____

_____, 19____.

FOR VALUE RECEIVED, the High Authority of the European Coal and Steel Community (hereinafter referred to as the "High Authority") hereby promises to pay to _____, or order, at _____ the principal sum of _____

Dollars (\$____) in lawful money of the United States of America in twenty-two annual installments on the dates and in the amounts set forth below:

<i>Date</i>	<i>Installment of Principal</i>
May 1, 1958	\$
To	
May 1, 1979	

and to pay interest in like money from the date hereof on May 1 of each year at the rate of three and seven-eighths' per cent (3 $\frac{7}{8}$ %) per annum on the unpaid principal balance of this note from time to time outstanding.

The principal of this note and the interest thereon shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed thereon or on this note or the holder hereof by or within any member country of the European Coal and Steel Community or any political or taxing subdivision of any such member country.

The High Authority hereby reserves the right to prepay at any time and from time to time, without penalty or premium, all or any part of the principal of this note by payment of the principal amount so prepaid with interest thereon to the date of prepayment. Any such prepayment shall be applied pro rata to the installments of principal on this note.

Upon default in the prompt and full payment of any installment of principal or interest on this note which shall not be cured by payment thereof within thirty days of the due date of such installment, or upon the happening of certain other events of default set out in the Agreement dated April 23, 1954, between the United States of America and the High Authority and the failure to cure the same within the period of grace, if any, accorded by the terms of said Agreement, the entire principal of this note and interest thereon to the date of payment shall immediately become due and payable at the option and upon the demand of the holder hereof. The failure of the holder hereof to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any subsequent instance.

The High Authority hereby waives any diligence, presentment, demand, protest or notice of nonpayment or dishonor with respect to this note.

This note is a general obligation of the High Authority which hereby pledges its full faith and credit for the payment of the principal of this note and the interest thereon in accordance with its terms.

HIGH AUTHORITY OF THE EUROPEAN
COAL AND STEEL COMMUNITY

By _____
(Title)

EXHIBIT B

HIGH AUTHORITY OF THE EUROPEAN
COAL AND STEEL COMMUNITYPROMISSORY NOTE
(Optional Payment Note)

LUXEMBOURG

No. , 19

FOR VALUE RECEIVED, the High Authority of the European Coal and Steel Community (hereinafter referred to as the "High Authority") hereby promises to pay to _____
 _____, or order, at _____
 the principal sum of _____ Dollars (\$_____)
 in lawful money of the United States of America in twenty-two annual installments on the dates and in the amounts set forth below:

<i>Date</i>	<i>Installment of Principal</i>
May 1, 1958	\$
to	
May 1, 1979	

and to pay interest in like money from the date hereof on May 1 of each year at the rate of three and seven-eighths' percent (3 $\frac{7}{8}$ %) per annum on the unpaid principal balance of this note from time to time outstanding.

At the option of the High Authority, the principal of this note and the interest thereon may be paid in whole or in part in (name of currency) at the rate of (number of units and name of currency) to one United States dollar.

The principal of this note and the interest thereon shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed thereon or on this note or the holder hereof by or within any member country of the European Coal and Steel Community or any political or taxing subdivision of any such member country.

The High Authority hereby reserves the right to prepay at any time and from time to time, without penalty or premium, all or any part of the principal of this note by payment of the principal amount so prepaid with interest thereon to the date of prepayment. Any such prepayment shall be applied pro rata to the installments of principal on this note.

Upon default in the prompt and full payment of any installment of principal or interest on this note which shall not be cured by payment thereof within thirty days of the due date of such installment, or upon the happening of certain other events of default set out in the Agreement dated April 23, 1954 between the United States of

America and the High Authority and the failure to cure the same within the period of grace, if any, accorded by the terms of said Agreement, the entire principal of this note and interest thereon to the date of payment shall immediately become due and payable at the option and upon the demand of the holder hereof. The failure of the holder hereof to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any subsequent instance.

The High Authority hereby waives any diligence, presentment, demand, protest or notice of nonpayment or dishonor with respect to this note.

This note is a general obligation of the High Authority which hereby pledges its full faith and credit for the payment of the principal of this note and the interest thereon in accordance with its terms.

HIGH AUTHORITY OF THE EUROPEAN
COAL AND STEEL COMMUNITY

By _____
(Title)

EXHIBIT C

APRIL 23, 1954

EXPORT-IMPORT BANK OF WASHINGTON
Washington 25, D. C.

GENTLEMEN:

During the negotiations just now concluded relating to a loan by the United States Government to the High Authority of the European Coal and Steel Community, the representatives of the High Authority have advised representatives of the United States Government as to certain policies recently announced by the High Authority to be followed by it in connection with the use of its credit to assist the enterprises of the Community in obtaining capital for their investment needs.

We take pleasure in confirming those policies to you, as follows:

The High Authority considers that it is essential that all creditors, direct or indirect, of the High Authority have assurance that no one of them will receive any preference over any of the others as to the fundamental perennial resource of the High Authority—that is to say the levies that underlie the credit of the High Authority; and also considers that the levies and the guaranty fund resulting from them should be at all times available to protect, without discrimination, all engagements of the High Authority, whatever their form. The High Authority, therefore, does not propose to create any mortgage,

pledge or other priority on its revenues coming from the levies or on the accumulated levies from time to time resulting therefrom.

Yours very truly,

For the High Authority of the
European Coal and Steel Community

JEAN MONNET.
Dr. HEINZ POTTHOFF
ENZO GIACCHERO

EXHIBIT D

APRIL 23, 1954

EXPORT-IMPORT BANK OF WASHINGTON,
Washington 25, D. C.

GENTLEMEN:

In connection with the proposed loan by the United States Government to the High Authority of the European Coal and Steel Community, we take pleasure in advising you as to the policy to be followed by the High Authority in connection with making loans to enterprises of the Community with the proceeds of said loan and with the proceeds of other borrowings by the High Authority, as follows:

The financial position of the various enterprises in the several member countries, and the nature of the respective projects that give rise to their capital needs, and the extent to which such enterprises will require the assistance of the High Authority in obtaining investment funds on reasonable terms will vary one from the other, now and in the future. The loans that will be made by the High Authority to the various enterprises with the proceeds of the credit under this Agreement and with the proceeds of any subsequent borrowing or borrowings by the High Authority must be determined by the High Authority in such order of urgency as, in its judgment, will best contribute to the development of the Community and the revival of capital markets in Europe; and such loans will necessarily differ, one from the other, according to the enterprise and project involved, in various respects, including the nature of any security therefor. The High Authority, nevertheless, recognizes its responsibility to deal on an equitable basis with all its lenders. It will, accordingly, use its best efforts, in the perspective of the foregoing conditions, to the end that all loans to enterprises by the High Authority, whether made with the proceeds of the credit under this Agreement or with the proceeds of any other borrowings by the High Authority, shall be

made on as nearly a comparable basis as is feasible and without preference or discrimination as among the various sources of funds.

Yours very truly,

For the High Authority of the
European Coal and Steel Community,

JEAN MONNET.

Dr. HEINZ POTTHOFF

ENZO GIACCHERO

TIAS 2946
Apr. 18, 1954 **UNITED STATES MILITARY MISSION**
WITH THE IMPERIAL IRANIAN GENDARMERIE

**Agreement between the
UNITED STATES OF AMERICA
and IRAN**

**Renewing Agreement of
November 27, 1943, as
Amended**

- Effectuated by Exchange of Notes
Signed at Tehran April 18, 1954
- Entered into force April 18, 1954

The Iranian Minister of Foreign Affairs to the American Ambassador



وزارت امور خارجہ

۱۳۳۴ نوریں ۲۹
۴۸۲

۱۳۳۳ نوریں دین

جناب آتم سفیر کبیر

توقیرا به توارد ادمون ۷ نومبر ۱۹۴۳ اصلاح شده بین دولت

شاهنشاهی ایران و دولت کشورهای متحده امریکا راجح به هیئت نظامی

کشورها پر متحدد دریان امریکا شاهنشاهی ایران عطف نموده تقاضا

دارد توارد ادمزبورن ۲۶ اسفند ۱۳۳۳ (۲۰ مارس ۱۹۵۵) تجدید شود ۰

دولت باهنشاهی ایران این بادداشت را به غمیمه با من

جناب حالی در حکم تجدید توارد اتفاقی خواهد نمود ۰

باتقدیم استرامات فائمه

عبدالله انتظام وزیر امور خارجہ

جناب آتم لوئی وو هند ریس

سفیر کبیر آمریکا

تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

FARVARDIN 29, 1333
(APRIL 18, 1954)

482

EXCELLENCY:

I have the honor to refer to the Agreement of November 27, 1943, [¹] as amended, [²] between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Imperial Iranian Gendarmerie and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955).

The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement.

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

ABDOLLAH ENTEZAM, *Minister of Foreign Affairs*

Abdollah Entezam

His Excellency

LOY W. HENDERSON,
American Ambassador,
Tehran.*The American Ambassador to the Iranian Minister of Foreign Affairs*THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICAAMERICAN EMBASSY,
Tehran, Iran,
April 18, 1954.**EXCELLENCY:**

I have the honor to acknowledge the receipt of the following note from Your Excellency today:

"I have the honor to refer to the Agreement of November 27, 1943, as amended, between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Imperial Iranian Gen-

¹ Executive Agreement Series 361; 57 Stat. 1262.² Treaties and Other International Acts Series 1941; 62 Stat., pt. 3, p. 3843.

darmerie and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955).

"The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement."

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the proposal contained in Your Excellency's note and considers the note, together with this reply, as constituting renewal of the Agreement.

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

Loy W. HENDERSON

His Excellency

ABDOLLAH ENTEZAM,

*Minister of Foreign Affairs,
Tehran.*

TIAS 2947
Apr. 18, 1954 **MILITARY MISSION TO IRAN**

**Agreement between the
UNITED STATES OF AMERICA
and IRAN**

**Renewing Agreement of
October 6, 1947, as Revised**

- **Effectuated by Exchange of Notes
Signed at Tehran April 18, 1954**
- **Entered into force April 18, 1954**

The Iranian Minister of Foreign Affairs to the American Ambassador



۱۳۴۳ ۲۹
۴۸۱

جناب آفای سفیرکبیر

عطف به موافقنامه سونه ۱۶ اکتبر ۱۹۵۷ بین دولت شاهنشاهی ایران
و دولت کشورهای متحده امریکا راجع به هیئت نظامی امریکاد رارتر ایران
محترما پیشنهاد مینماید که موافقنامه مذبور تاریخ ۱۲۲۲ (۲۰ مارس
۱۹۵۵) تصدید شود.

دولت شاهنشاهی ایران مفاد این نامه ویاسن جنابعالی را بعنوان
تجدد موافقنامه فوق الذکر تقاضا خواهد نمود.

موقع را برای تجدید احترامات فائقه مختار میشمارم

عبدالله انتظام وزیر امور خارجه

جناب آفای لوی نو هندرسون
سفیرکبیر کشورهای متحده امریکا
تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

481

FARVAR DIN 29, 1333
(APRIL 18, 1954)**EXCELLENCEY:**

I have the honor to refer to the Agreement of October 6, 1947, between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Iranian Army [1] and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955).

The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement.

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

ABDOLLAH ENTEZAM

Abdollah Entezam

Minister of Foreign Affairs

His Excellency

LOY W. HENDERSON,
American Ambassador,
Tehran.

The American Ambassador to the Iranian Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
TEHRAN, IRAN,
April 18, 1954.

EXCELLENCEY:

I have the honor to acknowledge the receipt of the following note from Your Excellency today:

"I have the honor to refer to the Agreement of October 6, 1947, between the Imperial Government of Iran and the Government of the United States of America regarding the United States Military Mission with the Iranian Army and to propose extension of the Agreement until Esfand 29, 1333 (March 20, 1955)."

¹ Treaties and Other International Acts Series 1666; 61 Stat. 3306. See also TIAS 2068; 1 UST 415.

"The Imperial Government of Iran will consider this note, together with Your Excellency's reply, as constituting renewal of the Agreement."

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the proposal contained in Your Excellency's note and considers the note, together with this reply, as constituting renewal of the Agreement.

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

Loy W HENDERSON

His Excellency

ABDOLLAH ENTEZAM,
Minister of Foreign Affairs,
Tehran.

TIAS 2948
Aug. 23, 1951 **FRIENDSHIP, COMMERCE AND NAVIGATION**

**Treaty, with Protocol and
Exchange of Notes, between the
UNITED STATES OF AMERICA
and ISRAEL**

- Signed at Washington August 23, 1951
- Ratification advised by the Senate of the United States of America, with a reservation, July 21, 1953
- Ratified by the President of the United States of America, subject to the said reservation, December 18, 1953
- Ratified by Israel January 21, 1954
- Ratifications exchanged at Washington March 4, 1954
- Proclaimed by the President of the United States of America May 6, 1954
- Entered into force April 3, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of friendship, commerce and navigation between the United States of America and Israel, together with a protocol and an exchange of notes relating thereto, was signed at Washington August 23, 1951;

WHEREAS the originals of the aforesaid treaty and protocol in the English and Hebrew languages, the original of the note signed by the Ambassador of Israel and the authentic text of the note signed by the Secretary of State of the United States of America, both in the English language, are word for word as follows:

TREATY OF
FRIENDSHIP, COMMERCE AND NAVIGATION
BETWEEN
THE UNITED STATES OF AMERICA
AND ISRAEL

The United States of America and Israel, desirous of strengthening the bonds of peace and friendship traditionally existing between them and of encouraging closer economic and cultural relations between their peoples, and being cognizant of the contributions which may be made toward these ends by arrangements encouraging mutually beneficial investments, promoting mutually advantageous commercial and cultural intercourse and otherwise establishing mutual rights and privileges, have resolved to conclude a Treaty of Friendship, Commerce and Navigation, based in general upon the principles of national and of most-favored-nation treatment unconditionally accorded, and for that purpose have appointed as their Plenipotentiaries,

The President of the United States of America:

Dean Acheson, Secretary of State of the United States of America, and

The President of the State of Israel:

Abba Eban, Ambassador Extraordinary and Plenipotentiary of Israel to the United States of America,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following

Articles:

Article I

Each Party shall at all times accord equitable treatment to the persons, property, enterprises and other interests of nationals and companies of the other Party.

Article II

1. Nationals of either Party shall be permitted to enter the territories of the other Party and to remain therein: (a) for the purpose of carrying on trade between the territories of the two Parties and for the purpose of engaging in related commercial activities; and (b) for other purposes subject to the laws relating to the entry and sojourn of aliens.

2. Nationals of either Party, within the territories of the other Party, shall be permitted: (a) to travel therein freely, and to reside at places of their choice; (b) to enjoy liberty of conscience; (c) to hold both private and public religious services; (d) to bury their dead according to their religious customs in suitable and convenient places; (e) to gather and to transmit material for dissemination to the public abroad; and (f) to communicate with other persons inside and outside such territories by mail, telegraph and other means open to general public use.

3. The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and necessary to protect the public health, morals and safety.

Article III

1. Nationals of either Party within the territories of the other Party shall be free from unlawful molestations of every

kind, and shall receive the most constant protection and security, in no case less than that required by international law.

2. If, within the territories of either Party, a national of the other Party is accused of crime and taken into custody, the nearest diplomatic or consular representative of his country shall on the demand of such national be immediately notified.

Such national shall: (a) receive reasonable and humane treatment; (b) be formally and immediately informed of the accusations against him; (c) be brought to trial as promptly as is consistent with the proper preparation of his defense; and (d) enjoy all means reasonably necessary to his defense, including the services of competent counsel.

Article IV

1. Nationals of either Party shall be accorded national treatment in the application of laws and regulations within the territories of the other Party that establish a pecuniary compensation, or other benefit or service, on account of disease, injury or death arising out of and in the course of employment or due to the nature of employment.

2. In addition to the rights and privileges provided in paragraph 1 of the present Article, nationals of either Party shall, within the territories of the other Party, be accorded national treatment in the application of laws and regulations establishing systems of compulsory insurance, under which benefits are paid without an individual test of financial need: (a) against loss of wages or earnings due to old age, unemployment, sickness or disability, or (b) against loss of financial support due to the death of father, husband or other persons on whom such support had depended.

Article V

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to access to the courts of justice and to administrative tribunals and agencies within the territories of the other Party, in all degrees of jurisdiction, both in pursuit and in defense of their rights. It is understood that companies of either Party not engaged in activities within the territories of the other Party shall enjoy such access therein without any requirement of registration or domestication.

2. Contracts entered into between nationals and companies of either Party and nationals and companies of the other Party, that provide for the settlement by arbitration of controversies, shall not be deemed unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. No award duly rendered pursuant to any such contract, and final and enforceable under the laws of the place where rendered, shall be deemed invalid or denied effective means of enforcement within the territories of either Party merely on the grounds that the place where such award was rendered is outside such territories or that the nationality of one or more of the arbitrators is not that of such Party.

Article VI

1. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party.

2. The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to unlawful entry or molestation. Official searches and examinations of such premises and their contents, when necessary, shall be made with careful regard for the convenience of the occupants and the conduct of business.

3. Property of nationals and companies of either Party shall not be taken except for public purposes, nor shall it be taken without the payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the equivalent of the property taken; and adequate provision shall have been made at or prior to the time of taking for the determination and prompt payment thereof.

4. Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests within its territories of nationals and companies of the other Party in the enterprises which they have established or in the capital, skills, arts or technology which they have supplied; nor shall either Party unreasonably impede nationals and companies of the other Party from obtaining on equitable terms the capital, skills, arts and technology it needs for its economic development.

5. Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national treatment and most-favored-nation treatment with respect to the matters set forth in paragraphs 2 and 3 of the present Article. Moreover, enterprises in which nationals and companies of either Party have a controlling interest shall be accorded,

within the territories of the other Party, not less than national treatment and most-favored-nation treatment in all matters relating to the taking of privately owned enterprises into public ownership and to the placing of such enterprises under public control.

Article VII

1. Nationals and companies of either Party shall be accorded national treatment with respect to engaging in all types of commercial, industrial, financial and other activity for profit (business activities) within the territories of the other Party, whether directly or by agent or through the medium of any form of lawful juridical entity. Accordingly, such nationals and companies shall be permitted within such territories: (a) to establish and maintain branches, agencies, offices, factories and other establishments appropriate to the conduct of their business; (b) to organize companies under the general company laws of such other Party, and to acquire majority interests in companies of such other Party; and (c) to control and manage enterprises which they have established or acquired. Moreover, enterprises which they control, whether in the form of individual proprietorships, companies or otherwise, shall, in all that relates to the conduct of the activities thereof, be accorded treatment no less favorable than that accorded like enterprises controlled by nationals and companies of such other Party.

2. Each Party reserves the right to limit the extent to which aliens may establish, acquire interests in, or carry on enterprises engaged within its territories in communications, air or water transport, banking, or the exploitation of land or other natural resources. However, neither Party shall deny to

transportation, communications and banking companies of the other Party the right to maintain branches and agencies to perform functions necessary for essentially international operations in which they are permitted to engage.

3. The provisions of paragraph 1 shall not prevent either Party from prescribing special formalities in connection with the establishment of alien-controlled enterprises within its territories; but such formalities may not impair the substance of the rights set forth in said paragraph.

4. Nationals and companies of either Party, as well as enterprises controlled by such nationals and companies, shall in any event be accorded most-favored-nation treatment with reference to the matters treated in the present Article.

Article VIII

1. Nationals and companies of either Party shall be permitted to engage, within the territories of the other Party, accountants and other technical experts, executive personnel, attorneys, agents and other specialists of their choice. Moreover, such nationals and companies shall be permitted to engage accountants and other technical experts regardless of the extent to which they may have qualified for the practice of a profession within the territories of such other Party, for the particular purpose of making examinations, audits and technical investigations for, and rendering reports to, such nationals and companies in connection with the planning and operation of their enterprises, and enterprises in which they have a financial interest, within such territories.

2. Nationals of either Party shall not be barred from practising the professions within the territories of the other

Party merely by reason of their alienage; but they shall be permitted to engage in professional activities therein upon compliance with the requirements regarding qualifications, residence and competence that are applicable to nationals of such other Party.

3. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to engaging in scientific, educational, religious and philanthropic activities within the territories of the other Party, and shall be accorded the right to form associations for that purpose under the laws of such other Party. Nothing in the present Treaty shall be deemed to grant or imply any right to engage in political activities.

Article IX

1. Nationals and companies of Israel shall be accorded, within the territories of the United States of America:

- (a) national treatment with respect to leasing land, buildings and other immovable property appropriate to the conduct of commercial, manufacturing, processing, financial, construction, publishing, scientific, educational, religious, philanthropic and professional activities and for residential and mortuary purposes and with respect to occupying and using such property; and
- (b) other rights in immovable property permitted by the applicable laws of the States, Territories and possessions of the United States of America.

2. Nationals and companies of the United States of America shall be accorded, within the territories of Israel, national

treatment with respect to acquiring by purchase, or otherwise, and with respect to owning, occupying and using land, buildings and other immovable property. However, in the case of any such national domiciled in, or any such company constituted under the laws of, any State, Territory or possession of the United States of America that accords less than national treatment to nationals and companies of Israel in this respect, Israel shall not be obligated to accord treatment more favorable in this respect than such State, Territory or possession accords to nationals and companies of Israel.

3. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to acquiring, by purchase or any other method, and with respect to owning and using movable property of all kinds, both tangible and intangible. However, each Party may limit or prohibit: (a) alien ownership of interests in enterprises carrying on particular types of activity, but only to the extent that this can be done without impairing the rights and privileges secured by Article VII, paragraph 1, or by other provisions of the present Treaty; and (b) alien ownership of materials that are dangerous from the standpoint of public safety.

4. Nationals and companies of either Party shall be permitted freely to dispose of property within the territories of the other Party with respect to the acquisition of which through testate or intestate succession their alienage has prevented them from receiving national treatment, and they shall be permitted a term of at least five years in which to effect such disposition.

5. Nationals and companies of either Party shall be

accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to disposing of property of all kinds.

Article X

Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trade marks, trade names, trade labels and industrial property of all kinds.

Article XI

1. Nationals of either Party residing within the territories of the other Party, and nationals and companies of either Party engaged in trade or other gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party, shall not be subject to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, within the territories of such other Party, more burdensome than those borne by nationals and companies of such other Party.

2. With respect to nationals of either Party who are neither resident nor engaged in trade or other gainful pursuit within the territories of the other Party, and with respect to companies of either Party which are not engaged in trade or other gainful pursuit within the territories of the other Party, it shall be the aim of such other Party to apply in general the principle set forth in paragraph 1 of the present Article.

3. Nationals and companies of either Party shall in no case be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country.

4. In the case of companies of either Party engaged in trade or other gainful pursuit within the territories of the other Party, and in the case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or charge upon any income, capital or other basis in excess of that reasonably allocable or apportionable to its territories, nor grant deductions and exemptions less than those reasonably allocable or apportionable to its territories. A comparable rule shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious or philanthropic purposes.

5. Notwithstanding the provisions of the present Article, each Party may: (a) accord specific advantages as to taxes, fees and charges to nationals, residents and companies of third countries on the basis of reciprocity, if such advantages are similarly extended to nationals, residents and companies of the other Party; (b) accord to nationals, residents and companies of a third country special advantages by virtue of an agreement with such country for the avoidance of double taxation or the mutual protection of revenue; and (c) accord to its own nationals and to residents of contiguous countries more favorable exemptions

of a personal nature with respect to income taxes and inheritance taxes than are accorded to other non-resident persons.

Article XII

1. The treatment prescribed in the present Article shall apply to all forms of control of financial transactions, including (a) limitations upon the availability of media necessary to effect such transactions, (b) rates of exchange, and (c) prohibitions, restrictions, delays, taxes, charges and penalties on such transactions; and shall apply whether a transaction takes place directly, or through an intermediary in another country. As used in the present Article, the term "financial transactions" means all international payments and transfers of funds effected through the medium of currencies, securities, bank deposits, dealings in foreign exchange or other financial arrangements, regardless of the purpose or nature of such payments and transfers.

2. Financial transactions between the territories of the two Parties shall be accorded by each Party treatment no less favorable than that accorded to like transactions between the territories of that Party and the territories of any third country. Each Party, however, reserves rights and obligations it may have under the Articles of Agreement of the International Monetary Fund, except as may be otherwise provided in paragraphs 4 and 5 of the present Article.

3. Nationals and companies of either Party shall be accorded by the other Party national treatment and most-favored-nation treatment with respect to financial transactions between the territories of the two Parties or between the territories of such other Party and of any third country.

4. Nationals and companies of either Party shall be permitted to withdraw freely from the territories of the other Party, by obtaining exchange in the currency of their own country,

- (a) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services or otherwise, and funds for amortization of loans and depreciation of direct investments and transfers of the whole or any portion of the compensation referred to in paragraph 3 of Article VI, and

- (b) funds for capital transfers.

If more than one rate of exchange is in force, the rate applicable to the withdrawals referred to in the present paragraph shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of such specifically approved rate, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

5. Each Party shall retain the right in periods of exchange stringency to apply: (i) exchange restrictions to the extent necessary to assure the availability of foreign exchange for payments for goods and services essential to the health and welfare of its people, and (ii) specific exchange restrictions approved by the International Monetary Fund. In the event that either Party applies exchange restrictions, it shall make reasonable and specific provision for the withdrawals referred to in paragraph 4 (a) above, together with such provision for the withdrawals referred to in paragraph 4 (b) above as may be

feasible, giving consideration to special needs for other transactions.

6. In general, any control imposed by either Party over financial transactions shall, subject to the reservation set forth in paragraph 2 of the present Article, be so administered as not to influence disadvantageously the competitive position of the commerce or investment of capital of the other Party in comparison with the commerce or the investment of capital of any third country.

Article XIII

Commercial travelers representing nationals and companies of either Party engaged in business within the territories thereof shall, upon their entry into and departure from the territories of the other Party and during their sojourn therein, be accorded most-favored-nation treatment in respect of the customs and other matters, including, subject to the exceptions in paragraph 5 of Article XI, taxes and charges applicable to them, their samples and the taking of orders.

Article XIV

1. Each Party shall accord most-favored-nation treatment to products of the other Party, from whatever place and by whatever type of carrier arriving, and to articles destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, in all matters relating to customs duties and other charges, and with respect to all other regulations, requirements and formalities imposed on or in connection with imports and exports.

2. Neither Party shall impose any prohibition or restriction on the importation of any product of the other Party, or on the exportation of any article to the territories of the other Party, that:

- (a) if imposed on sanitary or other customary grounds of a noncommercial nature or in the interest of preventing deceptive or unfair practices, arbitrarily discriminates in favor of the importation of the like product of, or the exportation of the like article to, any third country;
- (b) if imposed on other grounds, does not apply equally to the importation of the like product of, or the exportation of the like article to, any third country; or
- (c) if a quantitative regulation involving allotment to any third country with respect to an article in which such other Party has an important interest, fails to afford to the commerce of such other Party a share proportionate to the amount by quantity or value supplied by or to such other Party during a previous representative period, due consideration being given to any special factors affecting the trade in the article.

3. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to all matters relating to importation and exportation.

4. As used in the present Treaty the term "products of" means "articles the growth, produce or manufacture of". The

provisions of the present Article shall not apply to advantages accorded by either Party:

- (a) to products of its national fisheries;
- (b) to adjacent countries in order to facilitate frontier traffic; or
- (c) by virtue of a customs union of which either Party, after consultation with the other Party, may become a member.

Article XV

1. Each Party shall promptly publish laws, regulations and rulings of general application pertaining to rates of duty, taxes or other charges, to the classification of articles for customs purposes, and to requirements or restrictions on imports and exports or the transfer of payments therefor, or affecting their sale, distribution or use; and shall administer such laws, regulations and rulings in a uniform, impartial and reasonable manner.

2. Each Party shall provide an appeals procedure under which nationals and companies of the other Party, and importers of products of such other Party, shall be able to obtain prompt and impartial review, and correction when warranted, of administrative action relating to customs matters, including the imposition of fines and penalties, confiscations, and rulings on questions of customs classification and valuation by the administrative authorities. Penalties imposed for infractions of the customs and shipping laws and regulations shall be merely nominal in cases resulting from clerical errors or when good faith can be demonstrated.

Article XVI

1. Products of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment in all matters affecting internal taxation, sale, distribution, storage and use.

2. Articles produced by nationals and companies of either Party within the territories of the other Party, or by companies of the latter Party controlled by such nationals and companies, shall be accorded therein treatment no less favorable than that accorded to like articles of national origin by whatever person or company produced, in all matters affecting exportation, taxation, sale, distribution, storage and use.

Article XVII

1. Each Party undertakes (a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales involving either imports or exports affecting the commerce of the other Party solely in accordance with commercial considerations, including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and (b) that the nationals, companies and commerce of such other Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

2. Each Party shall accord to the nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to the nationals, companies and

commerce of any third country, with respect to: (a) the governmental purchase of supplies, (b) the awarding of concessions and other government contracts, and (c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges.

Article XVIII

1. The two Parties will, upon the request of either of them, have discussions regarding the actual or prospective existence of business practices which may have harmful effects upon commerce between their respective territories; and each will take such measures as it deems appropriate with a view to eliminating such undesirable practices. Business practices which may have harmful effects are those which restrain competition, limit access to markets or foster monopolistic control, and which are engaged in or made effective by one or more private or public commercial enterprises or by combination, agreement, or other arrangement among such enterprises.

2. Rights and privileges with respect to commercial, manufacturing and processing activities accorded, by the provisions of the present Treaty, to privately owned and controlled enterprises of either Party within the territories of the other Party shall extend to rights and privileges of an economic nature granted to publicly owned or controlled enterprises of such other Party, in situations in which such publicly owned or controlled enterprises operate in fact in competition with privately owned and controlled enterprises. The preceding sentence shall not, however, apply to subsidies granted to publicly owned or controlled enterprises in connection with: (a) manufacturing or processing goods for government use, or supplying goods and

services to the Government for government use; or (b) supplying, at prices substantially below competitive prices, the needs of particular population groups for essential goods and services not otherwise practically obtainable by such groups.

3. No enterprise of either Party, including corporations, associations, and government agencies and instrumentalities, which is publicly owned or controlled shall, if it engages in commercial, manufacturing, processing, shipping or other business activities within the territories of the other Party, claim or enjoy, either for itself or for its property, immunity therein from taxation, suit, execution of judgment or other liability to which privately owned and controlled enterprises are subject therein.

Article XIX

1. Between the territories of the two Parties there shall be freedom of commerce and navigation.

2. Vessels under the flag of either Party, and carrying the papers required by its law in proof of nationality, shall be deemed to be vessels of that Party both on the high seas and within the ports, places and waters of the other Party.

3. Vessels of either Party shall have liberty, on equal terms with vessels of the other Party and on equal terms with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to foreign commerce and navigation. Such vessels and cargoes shall in all respects be accorded national treatment and most-favored-nation treatment within the ports, places and waters of such other Party; but each Party may reserve exclusive rights and privileges to its own vessels with respect to the coasting trade, inland

navigation and national fisheries.

4. Vessels of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to the right to carry all articles that may be carried by vessel to or from the territories of such other Party; and such articles shall be accorded treatment no less favorable than that accorded like articles carried in vessels of such other Party, with respect to: (a) duties and charges of all kinds, (b) the administration of the customs, and (c) bounties, drawbacks and other privileges of this nature.

5. Vessels of either Party that are in distress shall be permitted to take refuge in the nearest port or haven of the other Party, and shall receive friendly treatment and assistance, including such repairs, as well as supplies and materials for repairs, as may be necessary and available.

6. The term "vessels", as used herein, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to paragraph 5 of the present Article, include fishing vessels or vessels of war.

Article XX

There shall be freedom of transit through the territories of each Party by the routes most convenient for international transit:

- (a) for nationals of the other Party, together with their baggage;
- (b) for other persons, together with their baggage, en route to or from the territories of such other Party;
and

(c) for articles of any origin en route to or from the territories of such other Party.

Such persons and articles in transit shall be exempt from transit, customs and other duties, and from unreasonable charges and requirements; and shall be free from unnecessary delays and restrictions. They shall, however, be subject to measures referred to in paragraph 3 of Article II, and to nondiscriminatory regulations necessary to prevent abuse of the transit privilege.

Article XXI

1. The present Treaty shall not preclude the application of measures:

- (a) regulating the importation or exportation of gold or silver;
- (b) relating to fissionable materials, to radioactive by-products of the utilization or processing thereof or to materials that are the source of fissionable materials;
- (c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;
- (d) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests; and
- (e) denying to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly a controlling interest, the advantages of the present Treaty, except with respect to recognition of juridical status and with respect to access to courts.

2. The most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not apply to:
(a) advantages accorded by the United States of America or its Territories and possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands or to the Panama Canal Zone; or (b) advantages which Israel may accord and which existed under arrangements in force on May 13, 1948.

3. The provisions of the present Treaty relating to the treatment of goods shall not preclude action by either Party which is required or specifically permitted by the General Agreement on Tariffs and Trade^[1] during such time as such Party is a contracting party to the General Agreement. Similarly, a contracting party to said Agreement may withhold from countries that have not acceded thereto particular advantages reciprocally negotiated thereunder. In the event that, pursuant to the foregoing sentence, either Party to the present Treaty withholds most-favored-nation treatment from any product of the other Party, such other Party may thereupon terminate Article XIV, paragraph 1, of the present Treaty on giving six months' notice.

4. The present Treaty does not accord any rights to engage in political activities.

5. Nationals of either Party admitted into the territories of the other Party for limited purposes shall not enjoy rights to engage in gainful occupations in contravention of limitations expressly imposed, according to law, as a condition of their admittance.

¹ Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

Article XXII

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of such Party.

2. The term "most-favored-nation treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of any third country. It is understood that established concessions and régimes which antedate the independence of Israel do not come within the purview of Article VII, paragraph 4, and Article VIII, paragraph 3.

3. As used in the present Treaty, the term "companies" means corporations, partnerships, companies and other associations, whether or not with limited liability and whether or not for pecuniary profit. Companies constituted under the applicable laws and regulations within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party.

4. National treatment accorded under the provisions of the present Treaty to companies of Israel shall, in any State, Territory or possession of the United States of America, be the treatment accorded therein to companies created or organized in other States, Territories, and possessions of the United States of America.

Article XXIII

The territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority of each of the Parties, other than the Panama Canal Zone and, except to the extent that the President of the United States of America shall otherwise determine, the Trust Territory of the Pacific Islands.

Article XXIV

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Party may make with respect to any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy, shall be submitted to the International Court of Justice, unless the Parties agree to settlement by some other pacific means.

Article XXV

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.

2. The present Treaty shall enter into force on the thirtieth day following the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of

the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Hebrew languages, both equally authentic, at Washington, this twenty-third day of August, one thousand nine hundred fifty-one, which corresponds to the twenty-first day of Av, five thousand seven hundred and eleven.

FOR THE UNITED STATES OF AMERICA:

[SEAL] DEAN ACHESON

FOR ISRAEL:

[SEAL] ABBA EBAN
Ambassador

PROTOCOL

At the time of signing the Treaty of Friendship, Commerce and Navigation between the United States of America and Israel the undersigned Plenipotentiaries, duly authorized by their respective Governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

1. The term "access" as used in Article V, paragraph 1, comprehends, among other things, legal aid and security for costs and judgment.
2. The first sentence of Article V, paragraph 1, shall not obligate either Party with respect to entertaining an action where a decree of dissolution of marriage is sought by an alien. For this purpose, decree of dissolution of marriage includes a decree of divorce and a decree of nullity.
3. The provisions of Article VI, paragraph 3, providing for the payment of compensation shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.
4. With reference to Article VII, paragraph 4, either Party may require that rights to engage in mining on the public domain shall be dependent on reciprocity.

5. It is understood that the provisions of Article IX do not affect the disposition by either Party of its public domain.

6. Either Party, in adopting such measures of exchange control as may be necessary from time to time to deal with a stringency of foreign exchange, may depart from the provisions of paragraphs 2 and 6 of Article XII. However, such measures shall depart no more than necessary from the provisions of said paragraphs and shall be conformable with a policy designed to promote the maximum development of nondiscriminatory foreign trade and to expedite the attainment both of a balance of payments position and of reserves of foreign exchange which will obviate the necessity of such measures. A Party may also, notwithstanding Article XIV, paragraph 2(b) and (c), apply quantitative restrictions on imports that have effect equivalent to exchange restrictions applied pursuant to the preceding sentences of the present provision. A Party resorting to the present provision, or to paragraph 5 of Article XII, shall consult with the other Party at any time, upon request, as to the need for and application of restrictions thereunder, and shall give the other Party as much advance notice as practicable of prospective new or substantially increased resort thereto.

7. The provisions of Article XVII, paragraph 2(b) and (c), and of Article XIX, paragraph 4, shall not apply to postal services.

8. The provisions of Article XX, (b) and (c), shall not obligate either Party with respect to nationals and products of any country which does not permit transit through its territories of nationals and products of such Party.

9. The provisions of Article XXI, paragraph 2, shall apply

in the case of Puerto Rico regardless of any change that may take place in its political status.

10. Article XXIII does not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed hereunto their seals.

DONE in duplicate, in the English and Hebrew languages, both equally authentic, at Washington, this twenty-third day of August, one thousand nine hundred fifty-one, which corresponds to the twenty-first day of Av, five thousand seven hundred and eleven.

FOR THE UNITED STATES OF AMERICA:

[SEAL] DEAN ACHESON

FOR ISRAEL:

[SEAL] ABBA EBAN

על יבואו, הדומות בחוצאותיהן להגבלה-סתובע שהוטלו לפני האמור לעיל בהוראה זו, בעלה-חברית הנזקמת להוראה זו, או להוראות סעיף 6 למשך יב, חייע עם רעואה, בכל עח שחייב לכך, בדבר האורך בהגבלה הפטולות על פיהם ובדבר הנגחן, וחסוך לרעואה הרעה מוקדמת ככל האפשר כל אפשרות שיש בדעתה לחזור ולהיזק להוראות האמורות או להפסיק במידה ניכרת את ההגבלה שעל פיהם.

7. הוראות סעיף 2 (ב) ו-(ג) לפיסן יז והוראות סעיף 4 למשך יט לא יחולו על שירות דואר.

8. הוראות הפסקאות (ב) ו-(ג) לפיסן כ, לא יתייבו שוםatham סבעלוח-חברית לגבי אוצרות וסוצרם של איזוז ארצ'היא שאינה מתירה מעבר דרך שטחיה-ארצ'היא לאוצריה וסוצריה של אורה בעלה-חברית.

9. הוראות סעיף 2 לפיסן כא יחולו לגבי פורטודרייקו, וייהיו מה שייהיו השינויים העולולים לחול במספרה המדריני.

10. פיסן כב איננו תל על שטחיה-ארצ'הן הנחותם לסתורת של אחת סבעלות הברית אך ורק כבאים צבאי או מחתם כיבוש צבאי זמני.

ולראיה חסנו סיופי-הכוה של חיי בעלה-חברית על פרוטוקול זה וטבחו בו את חותמיהם.

נעשה בשני העתקים, בשפה האנגלית ובשפה העברית, וידין-מקור לשניהם בעיר וינה, היום יום כ' באב, התש'א, (23 באוגוסט, אלף תשע מאות חמישים ואחת).

בשם ארצות הברית של אמריקה:

[SEAL]

בשם מדינת ישראל:

[SEAL]

פרוטוקול

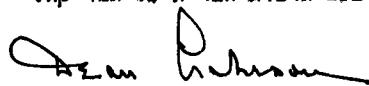
עם חתימת ברית הידירות, המסביר והאפשרות בין ארצות-הברית של אפריקה ובין ישראל הסכימו ביניהם סירופי-הכוונה החתוםים מטה, שהורשו כחלק על ידי משלוחיהם, גם על ההוראות הבאות, אשר יהיו רואים אותן חלק בלחני נפרד של הברית האמורה:

1. הביטוי "גישת", לפי שימושו, בסעיף 1 לסימן ח, כולל בין שאר דברים, סעדי משפטם וערובה להזאות משפט ולפסק דין.
2. המשפט הראשון של סעיף 1 לסימן ח לא יהיה שוםஅחת סבולה**הברית להיזק למשפט בו מבקש נרכי פסק חתרת קשר נושאין. לצורך זה, פסק חתרת קשר נושאין כולל פסק של גירושין ופסק של ביטול נושאין.**
3. הוראות סעיף 3 לסימן ז, הדנות בתשלום פיצויים, חלות על טובות-הנאה המשזקוה במישרין או בעקיפין בידי אזרחים וחברות של בעלה-הברית האחת ברכוש השותחים בשטח-הארצה של רשותה.
4. אשר לסעיף 4 לסימן ז, יכולה כל אחת מבועלות-הברית לדרושים שבחן זכות לעסוק בכרייה בקרענות הממשלה יהיה מוחנה בזכות גומלין.
5. מוגן הוא הוראות סימן ט אינן מופיעות על העברת קרענות ממשלה מרשותה על ידי כל אחת מבועלות הברית.
6. כל אחת מבועלות-הברית, כשהיא באה לנקוט מזמן לזמן אמצעי פיקוח על מטבח, לפי צורך הטיטול במצב של מחסור במטבע חוץ, רשאית היא לסתות מהוראות סעיפים 2 ו-6 לסימן יב, ואולם אמצעים אלה לא יהיו סוטים מהוראות הסעיפים האמורים יותר מכפי הצורך, יהיו מחייבים לרוחה של מדיניות המכוננת לעודד פיתוח מסכימאלי של סחר-חוץ ללא הפליה ולהגיע בהירות גם במצב של אייזון-חסלומיים וגם למלאי של מטבח חוץ ערך שלא יהיה צורך באמצעים כלשהו. בן רשאית כל אחת מבועלות-הברית, על אף הוראות סעיפים 2 (ב) ו-(ג) לסימן יד, להנחייג הגבלות כמפורט

ולראיה חתמו מינופי-הכוח של שמי בעלות-חבריה על ברית זו וטבעו
באת חותמochיהם.

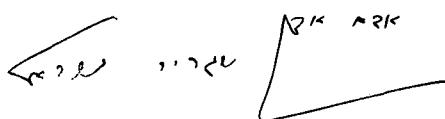
נעשתה בשני העתקים, בשפה האנגלית ובשפה העברית, ודין סגור
לשתייהן, בעיר ושינגטונ, היום יום כ'א באב, החמש'א, (23 באוגוסט,
אלף ששה מאה חמישים ואחת).

בשם ארצות הברית של אמריקה:



[SEAL]

בשם מדינת ישראל:



[SEAL]

חולת פנים, ואם לא קבע נשייא ארצוח-חבריה של אסרייקת מוראות אחרות
יקיימו גם אח שטח-הנאננות של איי האוקינוס השקט.

פסקן ב'

1. כל אחת סבעלוח-חבריה חיין באחרה בכל עצומות שהגיש רעהה
ביחס לכל דבר הפגע בהמהה של ברית זו ותן אפשרות ספקה לחתמי-עצומה
בונין זה.
2. כל מחלוקת שפוגל בין בעליות חבריה בדבר פירושה או חותלה של
ברית זו, ואשר לא יושבת באורת דיפלומטי בגין הסמיחה את הרעם, חובה
לפניהם ביחס-הדין חביבלאומי לצדק, אם לא תפכיסו בעליוח-חבריה לישב את
מחלוקה בדרך שלום אהדות.

פסקן ב''ה

1. ברית זו האויש וכחבי-האשור יחולפו בין בעליות חבריה בקדמת
האפשרי בעיר ושינגטון.
2. הקפתה של ברית זו ייחילה ביום שלושים לאחר חילוף כוחבי-האישום
חיה העסוד בחוקפה עשר שנים וחמש עסוד בחוקפה לאחר סכן עד שחוואר
ליידי סיום נאמור בסעיף זה.
3. כל אחת סבעלוח-חבריה יכולה בנסיבות אודעה בכתוב לרשותה שנה
אחד בראש, לחביה ברית זו ליידי סיום בטופן של עשר שנים בראשונות
או בכל זמן לאחר סכן.

האחרונה בספרה לרעואה חורעה שהחדרשים מראש, לבטל סעיף זה לסימן יד.

4. הברית חוזה איננה טענית שום זכויות לעסוק בעולות

מדיניות.

5. אזרחותה של בעל-חבריה אחת שהורשו להכנס לשטחי-ארצאות של רעואה לסתירות סוגבות, לא יהיה מן הזכות לעסוק בஸלוח-ידר סכניין-רווחים תוך הפרת התgelות שהוטלו בספורש בהתאם לחוק בחנאי לבניוסם.

פסקן ג'

1. "ריינ-אזרחהארץ" פירשו - הרין הנוהג בשטחי-ארצאות של בעל-בריה לגבי אזרחים, חברות, סוציאים, כל-שים או שאר דברים של אותה בעלה-בריה - הכל לפי העניין - ובתנאים לא פחות נוחים מן הנוהג שם בנסיבות דומות.

2. "ריינ-חאומ-הסועדרט" פירשו - הרין הנוהג בשטחי ארצאות של בעל-בריה לגבי איזדים, חברות, סוציאים, כל-שים או שאר דברים של אותה צד שלישית - הכל לפי העניין - ובתנאים לא פחות נוחים מהנאי הרין הנוהג שם בנסיבות דומות. וסבירן הוא שזכיונות וחדרים קיימים שקדמו לעצמאותם של ישראל אינם באים בסוגרת סעיף 4 לסימן 2 וסעיף 3 לסימן 3.

3. בברית זו, "חברות" פירשו - איגודים, שותפות, חברות ושאר החברויות, בין שאחריון סוגבלת ובין שאין אחריון סוגבלת, בין שartnerן ריווח כספי ובין שאין שartnerן ריווח כספי. חברות שהוקמו לפיקוחים וחקינות הנוהגים בשטחי-ארצאות של בעל-חבריה אחת יהיו רואים אותן כחברותיה בשטחי-ארצאות של רעואה ויכירו שם בסופרין המופיע.

4. ריין-אזרחהארץ יהיה נוהג לפי הוראות ברית זו לגבי חברות של ישראל יחא, בכל מדינה, טריטוריה או אחוות של ארצות חברות של אמריקה, הרין הנוהג שם לגבי חברות שנוצרו או אורגנו בכל מדינה, טריטוריה או אחוות אחרים של ארצות חברות של אמריקה.

פסקן ג"

שטחי-הארץ שבת ברית זו מקיפים את כל שטחי חיבשת וחסימות

הנתונים לריבונותם או לטרחתם כל אחד מבעלוח-חבריה, חוץ מאזרר

מימן בא

1. אין ברירה זו מונעת מנקוט אמצעים שחייבים -

(א) להסדיר יבוא או יצוא של זהב או סטף;

(ב) לטפל בחסרים בניי ביקוע, במוצרו-ילוואי רדיו-אקטיביים

המופקים מניצולים או מעיבודם של חפרים באלה, או בחפירים

המשמשים פkor לתחומים בניי ביקוע;

(ג) להסדיר ייצור של נשק, תחמושת וכלי-סתמה וחמסה בהם, או

חמסה בחפירים אחרים המוחנאל, במשרין או בעקיפין, לשם

אפקה למוסד צבאי;

(ד) לסלול אחריו התחביבותיה של בעל-הברית בדבר קיומם אד

החזרכם של השלום והבטחון הבינלאומיים, או לשם הגנה על ענייני

בטחון חיוניים שלו;

(ה) לשולב את יתרונות חברית זאת מאת חברה, אשר בבעלותה או

בחגלה-חה יש, במשרין או בעקיפין, זכות שליטה לאזרחי מדינה

שלישית; יוצאים מכלל זאת יתרונות סבחינה הכרה במשפטם

וסבחינה הגישה לבית המשפט.

2. חוראות הברית זאת בדרך דינ-הארומה-המורעפת לגבי טיפול

בטהורה לא יהולו על, (א) יתרונות שארצות-הברית של אמריקה או טרייטוריות

שליה או אחוותיה נוחנים זה לזה, לרופובליקה של קובה, לרופובליקה

הפוליטינית, לשטח הנאמנו של איי האוקיינוס השקט או לאזרח העלת פנמה,

(ב) יתרונות שישראל חעניק ושהיו קיימים לפוי הסכמים שהיו בתוקף ביום

13 במאי 1948.

3. חוראות הברית זאת ביחס לדין שהוא בטהורה לא ימנעו

את האפשרות מכל אחת מבעלי הברית לננקוט פעולה שנדרשה או הורתה

במיוחד לפוי "הסכם הכללי בדרך עירום ומסחר" בל Zus שבעל-הברית זו

הייא גם אחת מבעלויות "הסכם הכללי". ביוואה בזה, רשאית כל אחת מבעלויות

ההסכם האמור לא להעניק לארכוזות שלא נצטרפו אליו את היותרנות

המיוחדים שתן סכנות זו לזו על פיו. אם בעלת הברית האחת שוללה בהתאם

לפקחת חוקות, אך דינ-הארומה-המורעפת מאיזה מוצר של רשותה, אז רשאית

לגביו מסחר-חוצה, ספנות ודירות לאומי.

4. בעלה-חברית האחת חנגן בכליה השיט של רשותה דינ-אזורית-ארץ ודרינ-אזורית-חוצה לפחות להוביל אל שטחי הארץ או שטחי-ארץ של בעלה-חברית האחת כל דבר שנחנן להובילו בכליה-שיט; ויהיו נוחנים בדברים אלה דין לא פחות נותן מן דין חנגן הנוחנים בדברים בינו לביןם בדברים בסוגיהם, (ב) סדרי חסכו, (ג) פרטיכים, דמי סכום סוחרים ושאר זכויות סעין אלה.

5. כלישים של בעלה-חברית האחת הנוחנים בסצוק סותר להם לבקש סקלט בנמל או בחוף שבתחים הסגור ביזור של רשותה, ווינחן להם טיפול ועזרה יידרוכיים, לרבות פיקונים, אספקה וחcarsים לצרכי תיקון, ככל הדרושים וחסכוי.

6. בסימן זה יכליה-שיט פירשו - כל סיני כלישים בין שם שייבים לפטריכים או סופעלים בידי פטריכים ובין שם שייבים לציבור או סופעלים בידי הציבור, ואולם אין סוגה זאת כוללת ספינות-דריג או אניות-מלחמות, אלא לעניין סעיף 5 של סימן זה.

סעיף ב'

בעלה-חברית האחת תחן חושך-מעבר בשטחי-ארצתה, בנחיבים הנוחים

ביזור למעבר ביןלאומי:

(א) לאזרחות של רשותה ולכבודתמן;

(ב) לבני אדם אחרים ולכבודתמן, שם בדרך אל שטחי-ארצתה או שטחי-ארצתה של רשותה;

(ג) למצרכיהם, ללא חבדל סואץ, שם בדרך אל שטחי-ארצתה או שטחי-ארצתה של רשותה.

בנוי-אדם ומצרכיהם אלה כשם במעבר יהיו פטורים מכל סמי-מעבר, מסי-מכס ושאר מסים, מחייבים ומדרישות שאינם מקבלים על הדעת, ויהיו חפשים מחשתיות ומחבלות מיוחרות. ואולם יהיו כפופים לאסצעים חניצרים בסעיף 3 לטימן ב' ולחגנות שיוונתו ללא חפליה כדי למגע שיטוש לרעת בזבוקת המעבר.

חבריה אחה חייבת, לפ"י חוראות בריח זו, לח' שטחי-ארצה לסטפלי רעוחת שם בבעלוחו ובשליטהו של הפטר, יכללו גם זכויות וזכויות-ឃיר בעלות אוטי כלכלי שבעלח חבריה אחה נוחנה לסטפלים שלה שם בעלוחו או בשליטהו של האיבור, בשעה שטפלי ציבור אלה מחרים לסייע בשטחי הפטר. ואולם האמור בפסקוק הקודם איינו חל על חסיבותה שהיא נוחנה לסטפלי ציבור כלל, (א) בקשר לייצור או לעיבורה של פחרה לצרכי הסמלח, או בקשר להפקה מסרכים ושירותים למסמלח לצרכי עצמה; או (ב) בקשר להפקה מסרכים ושירותים חיוניים לחלקי אוכלוסייה מסוימים בסחרים שם הרבה לסתה מן חסרים הנחננים לתחנות, מקומות שחילק אוכלוסייה אלה אין יכולים לקבל אותם מסרכים ושירותים בדרך אחרת.

3. שום סטפ של בעלח חבריה אחה, לרבות איגודים, חסידותיו ומוסדות מסלחים, שהוא בעלוח של האיבור או בשליטהו, והעומק בשטחי ארצת של רעוחה בטחון, בייצור, בעיבוד, בסנוור, בסנוור או בכל עס אחר, לא יחב ולא יקבל, לא לטובח עצמו ולא לטובח רכשו, חסינות פנוי ספים, חביעות לדין, חוות פקידי דין לפועל או בפני כל החייבות אחרת חלים על סטפלים בעליוחו או בשליטהו של הפטר באופן שטחי הארץ.

POINT 4

1. יהיה חופש הפטר וחטגנו בין שטחי-הארצאות של שמי בעליוח-חבריה.
2. כל-ישיט המניטים אה דגלת של בעלח-חבריה אחה, ויס עספן חניירות הדרושים לפאי חוותה להובחה איזרחותם, יהיו רואים אותך ככלי-חסיט של אוחה בעלח חבריה חן בלביים וchan בחומי נסלה, סקוטוחית וסיפיה של רעוחת.

3. כל-ישיט של בעלח חבריה אחה תהיה לחם הרשות, בשווה לכל-חסיט של רעוחה ובשותה לכל-יחסיט של כל ארץ אחרת, לבוא עם סטענigkeit אל כל חנסלים, חקוטה וחסיט של רעוחה הפתוחים לסטאר-חוּן ולסנוור. כל-יחסיט וסטענigkeit בעלח יהיו נוגדים בהם סכל הבחןות דין-אזריח-הארץ ודין-חואסה-חסוערטה בחומי נסלה, סקוטוחיה וסיפיה של רעוחת; אבל כל אחה בעליוח-חבריה רשאית לספר לכל-יחסיט של זכויות וזכויות-ឃיר יהודיות

ספים, מכירתה, הפקת, אחסנה ושיווקו, דין לא פחות נורו סן הנורוג לגביה
צדכיהם דומים מתחזרת הארץ הסיוודרים בידי כל אדם שהוא או בידי כל
חברה שהיא.

פסקן יג

1. כל אחת מבעלות-חבריות מתחייבת לאסורו: (א) מפעלים השיכבים
לஸפלה או נחונים לשליטה ספלה ובעל סונופולין או סוכנויות
שנינחו להם בשטחי ארץ זכויות יהודיות או סיוחרות, יבצעו כל קניה
ומכירה הגוררת יבווא או יצוא הפווג בנסיבות של רעווה, רק לפי
שייקולים סחריים, כגון מחיר, ארכות, אפשרות-השגה, אפשרות-שיעורק,
הובלה ושאר תנאי סח ומסכום; (ב) לאזרחה, בחברותיה ולספלה של
רעווה חינתן אפשרות נאותה, לפי הנורוג התקובל בעסקים, להחרות על
התההיפות בקניות ומכירותו הכלא.
2. כל אחת מבעלות-חבריות מתנהג באזרחה, בחברותיה ובസפלה של
רעווה דין הוגן וצדוק, בתשוואה לדין שהיא נורגת באזרחה, בחברותיה
ובஸפלה של ארץ שלישית, לגבי (א) קנית אספה על ידי ספלה,
(ב) מתוך זכירותו ושאר חוזים ספלתיים, (ג) מכירה כל שירות על ידי
הספלה או על ידי סונופולין או סוכנותו שנינחו להם זכויות יהודיות
או סיוחרות.

פסקן יד

1. שמי בעליות-חבריות החיעאננה ביןיהם לפי בקשת כל אחת מהן, בדבר
סנהגי-עסוק, הקיטים עכשו, או העמידים לבוא, והעשוים להשפיע לרעה
על הסוחר שבין שטחי ארצוחהן, וכל אחת מהן תנקוט אוחם אמצעים שחרדים
נאוחים כדי להרחק מנהגים בלתי-רצוים הכלא. סנהגי-עסוק העשווי
 להשפיע לרעה הם אלה הבולטים את חומש ההחרות, הסగבילים את הגישה
אל השוקים או סטפחים שליטה סונופוליטית והם נהורגים או מבוצעים
בידי ספעל סחררי, פרטי או ציבוררי, או בידי כמה מפעלים הכלא, או
טהור החברות, הסכם או תסדר אחר בין מפעלים הכלא.
2. זכויות וזכויות-היחר בעיטוקי מסחר, יצור ועיבוד, אשר בעלות

4. בברית זו "סוד של" פירשו - "מצרכים שם גידול, תוכרת", או "מעשיה של". הוראות סימן זה אינן חלות על יתרונות הנחנים עלי-

ידי אחת מבעלויות הברית -

(א) למוציארי כדייג הלאומי שלהן;

(ב) לארכות שבנות כדי להקל על סחר-הטפר;

(ג) בתוקף בריח-מסכט שבעליה הברית האחת נעשתה חברה בה, לאחר

שהתייעצה עם רשותה.

פסקן טו

1. כל אחת מבעלויות הברית חסרת במהרה חוקים, תקנות ובכללים בעלי, מחולח כלילית בדבר שער מס' מסים וחייבים אחרים, מyon מצרכים לצרכי מס', דרישות או הגבלות לגבי יבואם ויצואם של מצרכים, העברת משלומים בעדרם, מכירותם, הפטצחים או השימוש בהם; והיאചצע חוקים, תקנות ובכללים אלה בצורה איחודית, ללא משואה פניות ובדרכן המקובלות על הדעת.

2. כל אחת מבעלויות הברית תקבע סידרי-ערעוריות שלפיהם יוכלו אזרחים וחברות ויבואני-מצרכים של בעל-הברית האחראית לזכות לבריקת מהירה ובלתי משוחחת של כל פעולה מינהלית הנוגעת לענייני מס', לרבות הטלת קנסות וענשין, החרסות והחלומות בשאלות מיון לצרכי מס' ובענייני שום על ידי הרשות המינוחית ולתקון כל פעולה מינהלית בזאת כל אימת שיש צורך בכך, נשים שיטולו על הפרת חוקים ותקנות של מס' וסגןנות, מקום שהחפה מקורה בטועה לבירת או מקום שאפשר להוביח תוס- לב - לא יהיו אלא ענשין סמליים.

פסקן טז

1. מוציאריה של בעל-הברית האחת ינהגו בהם בשטחי ארצה של רשותה דין-אזרחי-הארץ ודין-האומם-המוסדרת בכל העניינים הנוגעים למסים מקומיים, למכירה, להפצה, לאחסנה ולשימוש.

2. מצרכים חמוץרים בידי אזרחים וחברות של בעל-הברית האחת בשטח-ארצה של רשותה או בידי חברות של רשותה שהשליטה בהן היא בידי אזרחים וחברות של בעל-הברית האחת, ינהגו בהם, בכל ענייני יצוא,

לגביה מכם ולגביה עניינים אחרים, לרבות מסים והטילים הפטולים עליהם, על דוגמאותיהם ועל קבלת חזמנם, וזה בכספי ליוואיס-טן-הכל שבסעיף 6 לסימן יא.

מימן ג'

1. כל אחת סבעלוח-הברית תנחג בסוציאריה של רעווה, שיגיעו באיזה מקום שהוא ובאיזה אמצעי הובלה שהוא, וכן בנסיבות היודים ליצוא אל שטחי-ארצה של רעווה, באיזה נחיב שהוא ובאיזה אמצעי הובלה שהוא, דין-האומח-המורעדה בכל עניין הנוגע למכם ולשאר היטלים ולגביה כל החקנות, הדרישות והחנאים הפטולים האחרים הפטולים על יבוא ויצוא או בקשר לכך.

2. בעלה-הברית האחת לא חטייל על יבאו של כל מוצר של רעווה, או על יצואו של כל צורך לשטחי-ארצה של רעווה, שום איסור או הגבלה, אשר -

(א) אם הוטלו מטעמים סניטריים או מטעמים מקובלים אחרים שאינם ספחריים בטבעם, או על מנת למנווע מעשי חרמש או חורר הגינות נמצאו פלילי לטובה, באופןן שרירוחי, את יבאו של מוצר דומה מארע שלישי, או את יצואו של צורך דומה אל ארץ שלישי
 (ב) אם הוטלו מטעמים אחרים נמצאו נזגים איתה ואיתה לעותם יבאו של אותו מוצר מארע שלישי או לגביה יצואו של אותו צורך אל ארץ שלישי

(ג) אם יש בהם מסודר כמותי המחייב הקצת חלק לארץ שלישי במוצר שבעלח הברית אחראית סעוגינה בו בפירה חסובה - נמצאו שאין הם סקצ'ים למסחרה של בעלה-הברית אחראית שיורר יחסיו, בכנות או בשווי, מה שטיפקה היא או שופק לה במקרה זה במשך חקופה אופיינית קורסת, תוך החשיבות רואיה בגורמים סיווחדים המשפיעים על המסחר באותו מוצר.

3. כל אחת סבעלוח-הברית תנחג באזרחים ובחברות של רעווה דין-אזרחי-הארץ ודין-האומח-המורעדה בכל ענייני יבוא ויצוא.

ארצה של רעווה, ללא הגבלה, דרך קובל חליפין במתבע ארצם הם -

(א) הכנסות, בין בצורה משכורת, רבית, דיוידנד, דמי-עסילותות,

דמי-טלו או תשלוםים بعد שרותם טכניים ובין בכלל צורה

אחרת, כספים לפירעון הלואות ולכיסוי פחת של השקעות

ישראל והפיקוים המזוכרים בסעיף 3 לסין ו, כולל או מכך:

(ב) כספים לשם העברת זה;

אם קיימים כמה שער חליפין יהיה נוח שביל ההעברה הנדרגות

בסעיף זה שער החליפין שאושר בסיוור על ידי קרן-המטבע הבינלאומית

לצורך עסוקות כללה, ואם לא אושר שער זה, יהיה נוח שער חליפין מסוי

שייה נראח צורך ומקובל על הדעת גם באירועו עם כל סס או חומרה-היטל

חחל על העברות-מטבע.

5. כל בעלות-ברית השומר לעצמה, בחקופות של שטור במתבע חזק,

את הזכות להטיל: (א) גבולות-מטבע בסיורה שיש צורך בהם כדי להבטיח

מציאותו של סכום-חוץ לשם תשלום בערך שתורה ושירותים שהם תיוננים

לבריאותו ולשלומו של עמת; (ב) הגבלות מטבע מסויימות שאושרו על ידי

קרן-המטבע הבינלאומית. כל אימת שבבעל-בריתacha את חטיל הגבולות-מטבע,

תקבע סידורים מסויימים ומחייבים על הרעה לצורך ההעברה הנדרגות

בסעיף 4 (א) לעיל וכן חקע כל סידור שהראה כאפשר לצורך ההעברה

הנדרגות בסעיף 4 (ב) לעיל, תוך נחינה הדעת על ארכיהן המוחדים של

עסקאות אחרות.

6. בדרך כלל, כל פיקוח שטיל בעלות-בריתacha על עסקאות כספיות

יבוצע בדרך שלא חשיפה לרעה על יכלחה של רעווה להחרות עם ארץ

שלישית בשטח הסחר או בשטח השקעת זה, והכל בכפוף להסתיגות שבטעיף

2 לסין זה.

סעיף ב'

סוכנים-נוסעים נציגי אזרחים וחברות של אחד מבעלי-הברית

העוסקים במתחר בשטח-ארצם של אווחה בעלות-ברית ינהגו בהם, בכניםיהם

לשטח-ארצם של רעווה, בזמנים מסוימים שייתמם שם, דין-אונמה-סוערפת

(א) להעניק לאזרחים, חובבים וחברות של ארץ שלישית, על יסוד גומלין יתרוניות פטוריים לגבי מסים, אגרוח והיטלים, אם יתרונות אלה מוענקים גם לאזרחים, חובבים וחברות של רשותה; (ב) להעניק לאזרחים, חובבים וחברות של ארץ שלישית יתרונות מיווחדים בחוקם הסכם עם אורתה ארץ למנייעת סמי-כפל או להגנה הדרית על ההכנסה; (ג) להעניק לאזרחים היא ולהושבי ארצאות שכנות פטוריים בעלי אופי אישי מסם הכנסה וממס ירושה נוחים יותר מן הפטוריים המוענקים לאנשים חובי-חוץ אחרים.

פסקן ב'

1. הדיין הנקבע בסימן זה יהיה נוהג לגבי כל מיני צורוח של פקוח על עמדאות כספיות, לרבות: (א) הגבלות על השגחת של אסצ'רים לביצוע עמדאות אלה; (ב) שער-חליפין; (ג) הטלת אסורים, הגבלות, השתיות, ספירות, היטלים וקנסות על עמדאות אלה. דיין זה יהיה בין העמדאות נעשות במישרין ובין שהן נעשות באמצעות מחווך בארץ אחר. "עמדאות כספיות" בסימן זה פירשו – כל שלוטים ביןלאומיים והעברות-כספיים ביןלאומיות בסטען, בנירוח-ערך, בפקדונוח-בןך, עיסוק בסטען-חוץ או הסדרים כספיים אחרים, יהיו מה שיהיו חליחם או טבעם של שלוטים והעברות אלה.
2. כל אחד משתי בעלות הברית יהיה נוהג בעמדאות כספיות שבין שטחי-ארצאותיהם דיין לא פחות נוח מזו שהיא נוהגת בעמדאות דומות שבין שטח-ארצה ובין שטח-ארץ של ארץ שלישית. אולם כל אחד מבעלי הברית שומר על זכויותיה ומחייבויותיה לפאי טעמי הפסכם בדבר קרן הסטטן הבינלאומי, להוציא מקרים שלגביהם נקבעות הוראות אחרות בסעיפים 4 ו-5 של סימן זה.
3. כל אחת מבעליות הברית תהיה תנוהג באזרחים ובחברות של רשותה דיין-אזורתי-הארץ 'ודין-האומה-המוסעדת' לגבי עמדאות כספיות שבין-שטחי-ארצאותיהם של שני בעלויות הברית או שבין שטח-ארצה היא ובין שטח-ארץ של ארץ שלישית.
4. אזרחים ובחברות של בעלות-חברית האחת יהיו רשאים להוציא משטח-

מימן יא

1. אזרחים וחברות של בעל-חברה האתה הגרים בשטחי-ארצת של רעorth, ואזרחים וחברות של בעל-חברה האתה העוסקים, בשטחי-ארצת של רעorth, בסתור או במלוח-יד אחר סכנים רוחות או בעולות סרע, חינוך, דת או מפעלי מסדר, לא יהיה חייבים לשלם מסים, אגרות ותיטלים כסוטלים על הבנחת, הווע, עסוקות, פעולות או על כל דבר אחר, ולא יהיה חייבים, לפחות אחורי דרישות בהם לחתום או גבייהם של מסים, אגרות ותיטלים אלה, בשטחי-ארצת של בעל-חברה האתה, בשעור כבד מזח שנושאים בו אזרחים וחברות של חברה.
2. אשר לאזרחה של בעל-חברה האתה שאינו גרים בשטחי-ארצת של רעorth ואינם עוסקים שם בסטור או במלוח-יד אחר סכנים רוחות, ואשר לחברות של בעל-חברה האתה שאינו עוסקota בשטחי-ארצת של רעorth בסטור או במלוח-יד אחר סכנים-רוותים, החא זו טרחה של בעל-חברה האתה להנחייג בלאיהם בדרך כלל את העיקרונות הטעוע בסעיף 1 לסין זה.
3. אזרחים וחברות של בעל-חברה האתה לא יהיה בשום פנים חייבים לשלם, בשטחי-ארצת של רעorth, מסים, אגרות או היטלים כסוטלים על הבנחת, הווע, עסוקות, פעולות או על כל דבר אחר, ולא יהיה חייבים לפחות אחורי דרישות בקשר לחתום או גבייהם, בשעור כבד מזח שנושאים בו אזרחים, חוותים וחברות של איזו ארץ שלישיה.
4. אשר לחברות של בעל-חברה האתה העוסקות בסטור או במלוח-יד אחר סכנים-רוותים בשטחי-ארצת של רעorth, ואשר לאזרחי בעל-חברה האתה העוסקים, בשטחי-ארצת של רעorth, בסטור או במלוח-יד אחר סכנים-רוותים אך אינם גרים שם, לא חטיל עליהם בעל-חברה האתה מס, אגרה או חיטל על הבנחת, הווע או על כל יסוד אחר בשעור גדור מן השיעור המוקצת באופן שחייב על הדעת לגבי שטחי-ארצת היא, ולא חעניך להם ניכוים או פיטורים בשיעורים מהותיים מן השיעורים המוקצים באופן שחייב על הדעת לגבי שטחי-ארצת היא. דין ביזוא בזח יחא נותג גם לגבי חברות חסאORGנו ופועלו אף ורק לצרכי מסרע, חינוך, דת או מפעלי מסדר.
5. על אף חוראותיו של סימן זה, רשאי בעל-חברה האתה:

סבכינה זו באזרחים ובחברות של ישראל פחוות מסר דין-ازורי-הארץ, לא תהיה ישראל מחייבת לנוכח סבכינה זו באזרחות הארץ הבלתי של אסרייקם שפוקום-סושבו הוא באחת מדיניה או באחת טריטוריה או באחת אחוות, וכן בחברה שחוקמת לפwi חתוקים חנוגיים באחת מדיניה או באחת טריטוריה או אותה אחוות במחנהגות יותר נוחה פזו שאחת מדיניה, טריטוריה או אחוות נוחוגים באזרחים ובחברות של ישראל.

3. אזרחים וחברות של בעל-חברה אחת ינהגו בתם בשטח-ארץ של רעמת דין-אזורית-הארץ לבני רבייה יבדך קנייה או בדרך אחרת – של כל מיני מטללים, מוחשיים ושאים מוחשיים, ולגבי הבעלות וחסימות בהם; אורלם הזכות בידי כל אחד מבוטחים-חברה להגביל או לאסור; (א) בעלות נכricht על טובות-הנתן בפעלים חונתיים סוגיהם-עלולות סטייקים, ובבדר שחאיסטר או החבל לא יזקנו לזכויות ולזכויות-הארץ המוצביה בסעיף 1 לפיסן 2 או בחוראות אחרות של ברית זו; (ב) בעלות נכricht על חפרים המסוכנים סבכינה בתהון חיצורה.

4. אזרחים וחברות של בעל-חברה אחת יורשו להעביר פרשותם דרך חירות, בשטחי הארץ של בעל-חברה אחרת, רכוש שלגבי רבייה בירוחם, לפי צוואת או שלא לפי צוואת, נגע מהם מפאט נכורות דין-אזורית-הארץ, ויינחן להם זמן חמיש שנים לפחות לבצע בו העברת זאת.

5. אזרחים וחברות של בעל-חברה אחת ינהגו בתם בשטח-ארץ של רעמת דין-אזורית-הארץ ודין-האומת-חטוערטה לגבי העברת רכוש על כל סוגיו.

ביבן 2

אזרחים וחברות של בעל-חברה אחת ינהגו בתם בשטח-ארץ של רעמת, דין-אזורית-הארץ ודין-האומת-חטוערטה לגבי תשלחות ותחזוקם של פטנטים על אמצעות ולגבי זכויות על סימני-טחר, שמות טחר, חוויא-טחר וקניינין-חישית על כל סוגיהם.

אזורים וחברות נאלה וחשגת דרכו חוץ להם בקשר לחברונם והפעלתם של ספיעלייהם, ושל מפעלים שיש להם טובת הנאה בסופיה בהם, המצוויים בשטחי ארצות רעומת, יהיו אזורים וחברות אלה רשאים לחטביק חשבים ואשר מומחים טכניים, בלי חובה להתחשב במידת סמכותם של אנשים אלה לעסוק במקצוע בשטחי-ארצה של בעל-חברה אחרת.

2. אזוריה של בעל-חברה אחרת לא ייאסר עליהם לעסוק במקצועות בשטחי ארצות רעומת אך ורק פסום היותם נכירים; אבל חובה להזכיר להם לעסוק שם בעבודות מקצועיות לאחר שملאו אחריו הדרישות הנוגדות לגביהם אזוריה של בעל-חברה אחרת ביחס לחשורה, סגוררים וככושר.

3. אזורים וחברות של בעל-חברה אחרת ינחו בהם דין-אזורתי חארץ ודין-חאות-חפועדות לגביהם התפקיד בעבודות סדר, חינוך, דת ומספרלי חסיד בשטחי-ארצת רעומת, וחינגן להם הזכות ליצור חמיגדיות לצורן זה לפי חוקיה של רעומת. שום דבר האסור בברית זו לא יהיה ראויו אותו כאילו הוא סקנה, או כאילו משחמע פסנו, יכול לעסוק בעבודות פרדיניות.

ג'זען ג'

1. אזורים וחברות של ישראל -

(א) ינחו בהם בשטחי ארצות-חברה של אפריקה דין-אזורתי-הארץ לגביהם חכירת קרקע, בניינים ושאר סקרקעים חמיאים להנחלת עסקי מסחר, ייצור, עיבוד, כספים, בנייה, פרטום, סדר, חינוך, דת, מספרלי חסיד ועובדות מקצועיות, או לצרכי סגוררים וקבורתם מחימים ובכל חנוגע לאחיזה בנכסים נאלה ולשיטוש בהם -
סקראקים שומר ליכון לפי החוקים הנהוגים בסדרינות, בטריטוריה ובאחזותם של ארצות חברה של אפריקה.

2. אזורים וחברות של ארצות חברה של אפריקה ינחו בהם בשטחי ארצות של ישראל דין-אזורתי-הארץ לגביהם רכישת קרקע, בניינים ושאר סקרקעים בדרך קניה או ברקע אחרת, ולגביהם הבעלויות, האחיזה והשיטוש בהם. אולם אם איזו פרינה, טריטוריה או אחוודה של ארצות-חברה של אפריקה נוחגים

לכן יהיו אזרחים וחברות של בעל-חבריה אותה רשותם בשטחי ארץ של רעומת:
 (א) לחקים ולקיים סניטים, סוכנויות, מוסדות, מוסדים, בחירותו ושאר טוודות
 שHAM צורך עסוקם; (ב) לארגן חברות לפי חוקי החברות הכלליים הנוגעים
 בשטחי-ארצח של אותה ולבכוש טובות הנאה מכובעת לחברות של רעומת;
 (ג) לשלוט על מפעלים שהקימו, או שרכשו, ולנהלם. יתר על כן, מפעלים
 שהשליטה עליהם היא בידיהם, בין שהם בצוות בעל-חבריה ובין שהם
 בצוות חברות או בכל צורה אחרת, ינתנו בהם, בכל הנוגע לניהול
 פעולותיהם, דין לא פחות נוח מן הנוהג לגבי מפעלים דומים שהשליטה
 עליהם היא. בידי אזרחים וחברות של בעל-חבריה אותה.

2. כל אחת מבעלות חבריה שומרה לעצמה את הזכות להגביל את זכותם
 של נקרים לחקים מפעלים העוסקים בשטחי-ארצח בחברות, בחובלות אוויריות
 או ימיות, בبنקיות או בנייאול קרקע ושאר אוצרות טבע, או לנחל מפעלים
 כלל, או לרכוש טובות הנאה בהם. ואולם שום אחת מבעלות חברית לא
 חסלול חברות חובלות, חברות ובנקאות של בעל-חבריה אותה את הזכות
 לקיים סניות וסוכנויות כדי למלא תפקידים הכרתיים בעולות שחן
 בינלאומיות בעיקרן ואשר סוחר להם לעסוק בהן.

3. חוותות סעיף 1 לא ימנעו שום אחת מבעלות חברית מלכובו
 סדרים פורמליים מיוחדים בשטחי ארצח בקשר להקמתם של מפעלים שהשליטה
 עליהם היא בידי נקרים; ובדבר שסדרים פורמליים אלה לא יפגעו בעוצם
 הזכויות הספורות בסעיף האמור.

4. אזרחים וחברות של כל בעל-ברית, וכן מפעלים שהם בשליטתם
 של אזרחים וחברות כלל, ינתנו בהם על כל מנוי דין-חומר-חפטועדרת
 לגבי חנינאים חנידונים בסימן זה.

מבחן II

1. אזרחים וחברות של בעל-חבריה אותה יהיה רשותם להעסיק, בשטחי
 ארצח של רעומת, לפי בתירחות חם, חביבים ושאר סופתים טכניים, פקידות
 מבצעת, ערכיו דין, סוכנויות ופקידים סופתים אחרים. יתר על כן, לשם
 המטרת המוחודה של ערך בדיקות, בקורס חשבונות ותקירות טכניות בשבייל

של אזרחים וחברות של בעלי חברת הנמצאים בשטחי הארץ של רשות לא יהיה ניתן לכניתה בלתי-חוקית או להטרדה, חיפושים וביקורת רשמיים במקומות כלוח, ומם שבתוכם, ייעשו, כל אימת שיש צורך בכך, תוך מחשבות מלאת בנותה מהගורדים בהם ובמהלך העסקים בהם.

3. רכושם של אזרחים וחברות של בעלי-חברה הארץ בשטחי הארץ של רשות לא יוחר אל לארבי אבור, ולא יוחר אלא שיטול פיזורי צורק. פיזורי כזה חייב להיות ניתן למימוש בצוות עיליה וחיבב להיות כדי ערכו של הרכוש הכספי; ובשעת החזרה או לפניה יש לדאוג כראוי לקביעת הפיזורי ולהשלומו תחכום.

4. בעלי חברה הארץ לא חנוקות אמצעים בלתי ראויים או אמצעי חפלה הפגעים בזכיות או בטבורה-חנהה, שנדרשו כחוק בשטחי הארץ על ידי אזרחים וחברות של רשות בפעלים שהקימו או בחוזן, במומחיות, באמנות או בסכנולוגיה שבאיו; וכן לאחריו בעלה-חברה הארץ הפרעה ללא טעם את האזרחים ואת החברות של רשות מלשיג, בחנאי-צדקה, בחוזן, חמוץ-יות, האמנה והתכונוגיה שהיא זוקמת להם לשם פיחוחה חכלי.

5. אזרחים וחברות של בעלי חברה הארץ ינתגו בהם בשטחי הארץ של רשות על כל פנים לא פתח מסחר דין-אזרחי-הארץ ודין-תאותה-חפועדת בכל עניין חמוץ בטעיפים 2 ו 3 לסימן זה. יתרה מזו, מפעלים שיש בהם זכות ליטח לאזרחים ולחברות של אותה חברת חברה ינתגו בהם בשטחי הארץ של רשות לא פתח מסחר דין-אזרחי-הארץ ודין-תאותה-חפועדת בכל עניין הנוגע לתחרמת מפעל הפרט לארכי ציבור ונחינתו לפיקוח ציבורי.

תיקן 2

6. אזרחים וחברות של בעלי חברה הארץ ינתגו בהם דין-אזרחי-הארץ לובי החעסורים בכל מיני פעולות של סחר, תעשייה, כספים וכל עסק אחר שחייב ריווח בשטחי הארץ של רשות, בין בעיסוקם בסיסריין ובין שהוא באסעה פובן או באסעה כל גוף משפטי אשר אחר. בהתאם

2. נוסף על הזכויות וזכויות היחס הנזכרות בסעיף 1 של סען זה, יונגו באזרחותה של בעלת חבריה האחת הנמצאים בארץ רשות דין-אזרחי-ארץ לגבי חלות החוקים ותחקנות הקובעים שיטתה של ביטוח-חובת, שלא ניתן ניחנו גיסלאות, אלא בחינה אישית של מסבב חפררי: (א) על חפץ אשר כבר או תכונת מחלת זקנה, אבטלה, מחלות או פום, או (ב) על משען כספי בוגל סרו של אב, של בעל או אנשים אחרים שקיומו של משען היה חלי ב血脉ם.

פסקן ג

1. אזרחית וחברותיה של בעלת חבריה האחת יונגו בהם דין-אזרחי-ארץ ודין-חומרה-מוסדרת לגבי הגיעו לבתי המשפט ולบทי הדין ותרשיותם המינימלית שבשתחי ארצת של רשות, בכלל הרגנות השיפוט, הן בחביות זכויותיהם והן בתגובה עליהם. וסובין הווא, כי חברות של בעלה-חבריות האחת שאינן עוסקות בעולות בשטחי-ארצת של רשות, ייחנו בה מזכות הגישהamasrah בלא שתהא עליהן חובה להירשם או לרכוש מעמד של חברה סטומית.

2. חוזים שנחתטו בין אזרחים וחברות של בעלת חבריה האחת ובין אזרחים וחברות של רשות, ומחייבים לישב כל סטול על פ' בוררות, לא יראו אותם כבלתי ניתנים לבוצע בשטחי ארצת של אותה סבעולות חבריה אך ורק מושם שחקוקו שנקבע לפstead חברירות הוא מחו' לשטחי ארצת או משום שאחד חבררים או כמה מהם אזרחים. סקיד-בוררות שניחן בחלוקת לפי חוץ כוז, והוא סופי וברדי-ביצוע לפי חוקי הסיום שבו ניחן, לא יראו אותו כסטול ולא ישלו סנו אסוציאיד-בוצוע יעילים בשטחי ארצת של אותה סבעולות-חבריות אך ורק מושם שחקוקו בו ניחן סק חברירות הוא מחו' לשטחי-ארצת או משום שאחד חבררים או כמה מהם אזרחים.

פסקן ד

1. רכוש של אזרחים וחברות של בעלת חבריה האחת ייחנו מחלוקת וסבירו בכל עת בשטחי-ארצת של רשות, וסבירו בכל עת בשטחי-ארצת של רשות,

2. בחינוך-גוררים, חסרים, חפסננים, בתיה חתורה ובניינים אחרים

בעלות חברות וולשט עיסוק בכל פעולות מסחרית הכרוכה בכך; (ב) לשם סטרוות אחריות בכפוף לחוקים חסריירים אה כניסהם ואה שאייהם של נסרים.

2. אזרחות של בעלת חברות אהמת השוואת שטח-ארץ של רשותה ייחיו רשאים: (א) לנסוע בתם דרך חירות ולגור בכל מקום שיבחרו בו; (ב) ליהנו מהופש המצוון; (ג)קיימים פולחן רתי פרטני ופוסבי; (ד) לקבור אה מחיים לפי מנהגי רחם במקומם מחהימים ונוחים; (ה) לאסוף ולהעביר חומר להפחז בעבור שbow'ל; (ו) לבוא בכל קור אחר עם אנשים בשטח-ארץ האמורים ומהוץ להם, בדרך, בפרק וbamatzim אחריים העומדים לשימוש חקל.

3. חוראות סיפן זה הן בכפוף לזכותם של כל בעלי ברית לנוקוט אמצעים שחם חכמת לשמירת הסדר הכללי ולהגנה על בריאות הציבור, על טורבו ועל בטחונו.

פסקן ג'

1. אזרחות של בעלת חברות אהמת הנמצאים בחוק שטח-ארץ של רשותה ייחיו חופשיים מכל חטירה בלתי חוקית ונחנים מהגנה וסבירו בכל עת, ועל כל פנים - לא פטור מהדרשו לפי החוק הבינלאומי.

2. אזרחות של בעלת חברות אהם, כי ייאשם וייעזר בשל עברה בארץ של רשותה, יחה זכאי לדorous משלטונם שיודיעו על מעצרו מיד לנציגו חריפלומי או חוקנסורי קרוב של ארצו. אזרח זה: (א) ייחנה סיחס אנושי וראוי; (ב) יקבל סייר חרוצה רשמי על פרטיו האשמה הפטולה עליו; (ג) יובא לידי בחרם האפשרי בהחשב עם הזמן הנדרש להכנה מלאה של חגנותו; (ד) יחאfrei להשתמש בכל אמצעי ראוי הדורש להגנה ובכלל זה שירותו של עורך דין מוסמך.

פסקן ד'

1. אזרחות של בעלת חברות אהמת ינחו בהם בשטח-ארץ של רשותה דין-אזרחי-ארץ לגבי חתולה חוקים וחוקנאות הקובעים פיצויים כספיים וכל גימליך או שרות אחר חניכנים לרוגל מלחמה, חבלח, או טורו שאירעו בתחוםם העבודה וכחוצאה ממנה או שאירעו בשל טבע העברות.

**ברית
ידידות, מסחר וספנות
בין
ארצות הברית של ארצות הברית
ובין
ישראל**

ארצות הברית של ארצות הברית ומדינת ישראל, בשאיפתן להזק את קשרו שלום והידידות המסורתיים הקיימים ביניהן ולעודד יחסם כלכלה ותרבותם הדוקים יותר בין שני העמים, ובידיעותן כי הסכמים שתכליהם לעודד השקעות לחוות שטיהן, לטפח יחסם מסחר ותרבות לטובה שטיהן ולהתקין זכויות-גומלין ובכורת-גומלין בכל דרך אחרת, עשויים לתרום חרומה להשגת המטרות הנכונות - החליטו לכנות הברית יידידות, מסחר וספנות, שביסודה הונחו בדרך כלל העקרונות של דינ-ازורת-הארץ ושל דינ-האומנה המועדף, נהוגים ללא סייג, ומינו לחייב זו כמיופי כוחן,

נשייא ארצות הברית של ארצות הברית אה:

дин אצ'סן, מזכיר המדינה של ארצות הברית של ארצות,

נשייא מדינת ישראל אה:

אבן אבן, שגריר מיוחד ומוסמך של ישראל בארצות הברית של ארצות,

אשר, לאחר שמסרו איש לרעהו את חבוי-סמכויותיהם, ותם נמצאו ערכאים כשרה, הסכימו ביניהם על הכלוב להלן:

מבחן א

כל אחד סבעלות הברית חנגן חפיד בפייח האדרק כלפי גופם, רכושים, ספועליהם ושאר טובות הנאות של אזרחיו בעלה הברית האחרת ושל כל תב רוחיה.

מבחן ב

1. אזרחיה של בעלה הברית תאחת יהיה רשאים להיכנס לשטחי ארצת של רעהה ולהישאר שם: (א) לשם ניהול מסחר בין שטחי-הארצות של שטי

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON

August 23, 1951

EXCELLENCY:

I have the honor to refer to the Treaty of Friendship, Commerce and Navigation between the United States of America and Israel signed at Washington on August 23, 1951, and to confirm the understanding reached during the negotiation thereof that, for the purposes of the aforesaid Treaty, the United States of America is prepared, pending enactment of nationality legislation by Israel, to consider persons holding or entitled to hold Israel passports or traveling documents as nationals of Israel.

It is understood also that the foregoing is without reference to any questions of dual nationality.

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

DEAN ACHESON

His Excellency

ABBA EBAN,

Ambassador of Israel.

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D. C.
August 23, 1951

EXCELLENCY:

I have the honor to refer to the Treaty of Friendship, Commerce and Navigation between Israel and the United States of America, signed at Washington on August 23, 1951, and to confirm the understanding reached during the negotiation thereof that, for the purposes of the aforesaid Treaty, the United States of America is prepared, pending enactment of nationality legislation by Israel, to consider persons holding or entitled to hold Israel passports or traveling documents as nationals of Israel; and further, it is understood that the foregoing is without reference to any questions of dual nationality.

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

ABBA EBAN

His Excellency

DEAN G. ACHESON,

Secretary of State,

Washington, D. C.

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid treaty, together with the aforesaid protocol and exchange of notes relating thereto, subject to a reservation as follows:

“Article VIII, paragraph 2, shall not extend to professions which, because they involve the performance of functions in a public capacity or in the interest of public health and safety, are state-licensed and reserved by statute or constitution exclusively to citizens of the country, and no most-favored-nation clause in the said treaty shall apply to such professions.”;

WHEREAS the text of the aforesaid reservation was communicated by the Government of the United States of America to the Government of Israel by a note dated July 28, 1953 and was accepted by the Government of Israel by a note dated December 3, 1953;

WHEREAS the aforesaid treaty, together with the protocol and the exchange of notes relating thereto, was ratified by the President of the United States of America on December 18, 1953, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid reservation, and was ratified on the part of the Government of Israel;

WHEREAS the respective instruments of ratification, as aforesaid, were exchanged at Washington on March 4, 1954, and a protocol of exchange, in the English and Hebrew languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and Israel, the said protocol of exchange indicating that the aforesaid reservation had been made and accepted;

AND WHEREAS it is provided in Article XXV of the aforesaid treaty that the treaty shall enter into force on the thirtieth day following the day of exchange of ratifications and in the aforesaid protocol of August 23, 1951 that the provisions thereof shall be considered integral parts of the treaty, and the aforesaid notes are deemed to be an integral part of the treaty;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid treaty, the aforesaid protocol of August 23, 1951, and the aforesaid exchange of notes to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after April 3, 1954, 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 sixth day of May in the year
of our Lord one thousand nine hundred fifty-four and of
[SEAL] the Independence of the United States of America the one
hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

INTERNATIONAL LABOR ORGANIZATION

Certification of Able Seamen

**TIAS 2949
June 29, 1946**

Convention between the UNITED STATES OF AMERICA and OTHER GOVERNMENTS

- Adopted at Seattle June 29, 1946
- Ratification advised by the Senate of the United States of America, with two understandings, July 4, 1952
- Ratified by the President of the United States of America February 17, 1953
- Ratification of the United States of America registered with the Director-General of the International Labor Office, subject to the said understandings, April 9, 1953
- Proclaimed by the President of the United States of America April 13, 1954
- Entered into force with respect to the United States of America April 9, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA
A PROCLAMATION

WHEREAS a convention (No. 74) concerning the certification of able seamen was adopted at Seattle on June 29, 1946 by the General Conference of the International Labor Organization at its twenty-eighth session;

WHEREAS paragraph 7 of Article 2 of the Final Articles Revision Convention, 1946 (No. 80),^[1] adopted at Montreal on October 9, 1946 by the General Conference of the International Labor Organization at its twenty-ninth session, provides that:

"The title 'Director-General' shall be substituted for the title 'Director' in all articles of the Conventions adopted by the Conference in the course of its twenty-eighth session which refer to the Director of the International Labour Office.";

WHEREAS Article 3 of the said Final Articles Revision Convention, 1946, reads as follows:

"Any Member of the Organisation which, after the date of the coming into force of this Convention, communicates to the Director-General of the International Labour Office its formal ratification of any Convention adopted by the Conference in the course of its first twenty-eight sessions shall be deemed to have ratified that Convention as modified by this Convention.";

WHEREAS the text of the said convention (No. 74) concerning the certification of able seamen, as modified by the said Final Articles Revision Convention, 1946, in the English and French languages, as certified by the Legal Adviser of the International Labor Office, is word for word as follows:

¹ Treaties and Other International Acts Series 1810; 62 Stat., pt. 2, p. 1672.

International Labour Conference

Conférence internationale du Travail

CONVENTION 74

CONVENTION CONCERNING THE CERTIFICATION
OF ABLE SEAMEN,
ADOPTED BY THE CONFERENCE AT ITS
TWENTY-EIGHTH SESSION, SEATTLE, 29 JUNE 1946
(as modified by the Final Articles Revision Convention, 1946)

CONVENTION 74

CONVENTION CONCERNANT LES CERTIFICATS
DE CAPACITÉ DE MATELOT QUALIFIÉ,
ADOPTÉE PAR LA CONFÉRENCE A SA
VINGT-HUITIÈME SESSION, SEATTLE, 29 JUIN 1946
(telle qu'elle a été modifiée par la convention portant révision
des articles finals, 1946)

Convention 74**CONVENTION CONCERNING THE CERTIFICATION OF ABLE SEAMEN.**

The General Conference of the International Labour Organisation,

Having been convened at Seattle by the Governing Body of the International Labour Office, and having met in its Twenty-eighth Session on 6 June 1946, and

Having decided upon the adoption of certain proposals with regard to the certification of able seamen, which is included in the fifth item on the agenda of the Session, and

Having determined that these proposals shall take the form of an international Convention,

adopts this twenty-ninth day of June of the year one thousand nine hundred and forty-six the following Convention, which may be cited as the Certification of Able Seamen Convention, 1946 :

Article 1

No person shall be engaged on any vessel as an able seaman unless he is a person who by national laws or regulations is deemed to be competent to perform any duty which may be required of a member of the crew serving in the deck department (other than an officer or leading or specialist rating) and unless he holds a certificate of qualification as an able seaman granted in accordance with the provisions of the following articles.

Article 2

1. The competent authority shall make arrangements for the holding of examinations and for the granting of certificates of qualification.

2. No person shall be granted a certificate of qualification unless—

(a) he has reached a minimum age to be prescribed by the competent authority ;

(b) he has served at sea in the deck department for a minimum period to be prescribed by the competent authority ; and

(c) he has passed an examination of proficiency to be prescribed by the competent authority.

3. The prescribed minimum age shall not be less than eighteen years.

4. The prescribed minimum period of service at sea shall not be less than thirty-six months : Provided that the competent authority may—

(a) permit persons with a period of actual service at sea of not less than twenty-four months who have successfully passed through a course of training in an approved training school to reckon the time spent in such training, or part thereof, as sea service ; and

Convention 74**CONVENTION CONCERNANT LES CERTIFICATS DE CAPACITÉ
DE MATELOT QUALIFIÉ.**

La Conférence générale de l'Organisation internationale du Travail,

Convoquée à Seattle par le Conseil d'administration du Bureau international du Travail, et s'y étant réunie le 6 juin 1946, en sa vingt-huitième session,

Après avoir décidé d'adopter diverses propositions relatives aux certificats de capacité de matelot qualifié, question qui est comprise dans le cinquième point à l'ordre du jour de la session,

Après avoir décidé que ces propositions prendraient la forme d'une convention internationale,

adopte, ce vingt-neuvième jour de juin mil neuf cent quarante-six, la convention ci-après, qui sera dénommée Convention sur les certificats de capacité de matelot qualifié, 1946 :

Article 1

Nul ne peut être engagé à bord d'un navire comme matelot qualifié s'il n'est considéré comme compétent, aux termes de la législation nationale, pour accomplir toute tâche dont l'exécution peut être exigée d'un membre de l'équipage affecté au service du pont (autre qu'un officier, un membre de la maistrance ou un matelot spécialisé) et s'il n'est titulaire d'un certificat de capacité de matelot qualifié délivré en conformité des dispositions des articles ci-après.

Article 2

1. L'autorité compétente prendra les dispositions nécessaires pour organiser des examens et délivrer des certificats de capacité.

2. Nul ne peut obtenir de certificat de capacité :

- a) s'il n'a atteint un âge minimum qui sera fixé par l'autorité compétente ;
- b) s'il n'a servi à la mer, comme membre du personnel du pont, pendant une période minimum qui sera fixée par l'autorité compétente ;
- c) s'il n'a subi avec succès l'examen de capacité prescrit par l'autorité compétente.

3. L'âge minimum fixé par l'autorité compétente ne sera pas inférieur à dix-huit ans.

4. La période minimum de service à la mer fixée par l'autorité compétente ne sera pas inférieure à trente-six mois. Toutefois, l'autorité compétente pourra :

- a) admettre, dans le cas de personnes ayant servi effectivement à la mer pendant au moins vingt-quatre mois et qui ont suivi avec des résultats satisfaisants un cours de formation professionnelle dans un établissement agréé, que le temps consacré à ladite formation, ou une partie de ce temps, soit considéré comme période de service à la mer ;

(b) permit persons trained in approved sea-going training ships who have served eighteen months in such ships to be certificated as able seamen upon leaving in good standing.

5. The prescribed examination shall provide a practical test of the candidate's knowledge of seamanship and of his ability to carry out effectively all the duties that may be required of an able seaman, including those of a lifeboatman; it shall be such as to qualify a successful candidate to hold the special lifeboatman's certificate provided for in Article 22 of the International Convention for the Safety of Life at Sea, 1929,^[1] or in the corresponding provision of any subsequent Convention [1] revising or replacing that Convention for the time being in force for the territory concerned.

Article 3

A certificate of qualification may be granted to any person who, at the time of the entry into force of this Convention for the territory concerned, is performing the full duties of an able seaman or leading deck rating or has performed such duties.

Article 4

The competent authority may provide for the recognition of certificates of qualification issued in other territories.

Article 5

The formal ratifications of this Convention shall be communicated to the Director-General of the International Labour Office for registration.

Article 6

1. This Convention shall be binding only upon those Members of the International Labour Organisation whose ratifications have been registered with the Director-General.

2. It shall come into force twelve months after the date on which the ratifications of two Members have been registered with the Director-General.

3. Thereafter, this Convention shall come into force for any Member twelve months after the date on which its ratification has been registered.

Article 7

1. A Member which has ratified this Convention may denounce it after the expiration of ten years from the date on which the Convention comes into force, by an act communicated to the Director-General of the International Labour Office for registration. Such denunciation shall not take effect until one year after the date on which it is registered.

¹ Treaty Series 910; 50 Stat. 1144.

² Treaties and Other International Acts Series 2495; 3 UST, pt. 3, p. 3450.

b) permettre, sur leurs bonnes notes de sortie, l'octroi de certificats de matelot qualifié aux élèves de navires-écoles de mer agréés ayant servi dix-huit mois à bord de tels navires.

5. L'examen prescrit comportera une épreuve pratique des connaissances de matelotage du candidat et de son aptitude à s'acquitter d'une manière efficace de toutes les tâches qui peuvent être exigées d'un matelot qualifié, y compris la manœuvre d'embarcations de sauvetage. Ledit examen devra être suffisant pour permettre à un candidat qui en aura subi avec succès les épreuves d'obtenir le brevet spécial de « canotier breveté » prévu par l'article 22 de la Convention internationale de 1929 pour la sauvegarde de la vie humaine en mer ou par les dispositions correspondantes de toute convention subséquente, revisant ou remplaçant la convention susmentionnée, en vigueur dans un territoire déterminé.

Article 3

Un certificat de capacité peut être délivré à toute personne qui, à l'entrée en vigueur de la présente convention pour un territoire déterminé, remplit ou a rempli l'ensemble des fonctions de matelot qualifié ou de chef de bordée, ou une fonction équivalente.

Article 4

L'autorité compétente peut prévoir la reconnaissance des certificats de capacité délivrés dans d'autres territoires.

Article 5

Les ratifications formelles de la présente convention seront communiquées au Directeur général du Bureau international du Travail et par lui enregistrées.

Article 6

1. La présente convention ne liera que les Membres de l'Organisation internationale du Travail dont la ratification aura été enregistrée par le Directeur général.

2. Elle entrera en vigueur douze mois après que les ratifications de deux Membres auront été enregistrées par le Directeur général.

3. Par la suite, cette convention entrera en vigueur pour chaque Membre douze mois après la date où sa ratification aura été enregistrée.

Article 7

1. Tout Membre ayant ratifié la présente convention peut la dénoncer à l'expiration d'une période de dix années après la date de la mise en vigueur initiale de la convention, par un acte communiqué au Directeur général du Bureau international du Travail et par lui enregistré. La dénonciation ne prendra effet qu'une année après avoir été enregistrée.

2. Each Member which has ratified this Convention and which does not, within the year following the expiration of the period of ten years mentioned in the preceding paragraph, exercise the right of denunciation provided for in this Article, will be bound for another period of ten years and, thereafter, may denounce this Convention at the expiration of each period of ten years under the terms provided for in this Article.

Article 8

1. The Director-General of the International Labour Office shall notify all the Members of the International Labour Organisation of the registration of all ratifications and denunciations communicated to him by the Members of the Organisation.

2. When notifying the Members of the Organisation of the registration of the second ratification communicated to him, the Director-General shall draw the attention of the Members of the Organisation to the date upon which the Convention will come into force.

Article 9

The Director-General of the International Labour Office shall communicate to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations [¹] full particulars of all ratifications and acts of denunciation registered by him in accordance with the provisions of the preceding articles.

Article 10

At the expiration of each period of ten years after the coming into force of this Convention, the Governing Body of the International Labour Office shall present to the General Conference a report on the working of this Convention and shall consider the desirability of placing on the agenda of the Conference the question of its revision in whole or in part.

Article 11

1. Should the Conference adopt a new Convention revising this Convention in whole or in part, then, unless the new Convention otherwise provides,

- (a) the ratification by a Member of the new revising Convention shall *ipso jure* involve the immediate denunciation of this Convention, notwithstanding the provisions of Article 7 above, if and when the new revising Convention shall have come into force;
- (b) as from the date when the new revising Convention comes into force this Convention shall cease to be open to ratification by the Members.

2. This Convention shall in any case remain in force in its actual form and content for those Members which have ratified it but have not ratified the revising Convention.

¹ Treaty Series 993; 59 Stat. 1052.

2. Tout Membre ayant ratifié la présente convention qui, dans le délai d'une année après l'expiration de la période de dix années mentionnée au paragraphe précédent, ne fera pas usage de la faculté de dénonciation prévue par le présent article sera lié pour une nouvelle période de dix années et, par la suite, pourra dénoncer la présente convention à l'expiration de chaque période de dix années dans les conditions prévues au présent article.

Article 8

1. Le Directeur général du Bureau international du Travail notifiera à tous les Membres de l'Organisation internationale du Travail l'enregistrement de toutes les ratifications et dénonciations qui lui seront communiquées par les Membres de l'Organisation.

2. En notifiant aux Membres de l'Organisation l'enregistrement de la deuxième ratification qui lui aura été communiquée, le Directeur général appellera l'attention des Membres de l'Organisation sur la date à laquelle la présente convention entrera en vigueur.

Article 9

Le Directeur général du Bureau international du Travail communiquera au Secrétaire général des Nations Unies aux fins d'enregistrement, conformément à l'article 102 de la Charte des Nations Unies, des renseignements complets au sujet de toutes ratifications et de tous actes de dénonciation qu'il aura enregistrés conformément aux articles précédents.

Article 10

A l'expiration de chaque période de dix années à compter de l'entrée en vigueur de la présente convention, le Conseil d'administration du Bureau international du Travail devra présenter à la Conférence générale un rapport sur l'application de la présente convention et décidera s'il y a lieu d'inscrire à l'ordre du jour de la Conférence la question de sa révision totale ou partielle.

Article 11

1. Au cas où la Conférence adopterait une nouvelle convention portant révision totale ou partielle de la présente convention, et à moins que la nouvelle convention ne dispose autrement :

- a) la ratification par un Membre de la nouvelle convention portant révision entraînerait de plein droit, nonobstant l'article 7 ci-dessus, dénonciation immédiate de la présente convention, sous réserve que la nouvelle convention portant révision soit entrée en vigueur ;
- b) à partir de la date de l'entrée en vigueur de la nouvelle convention portant révision, la présente convention cesserait d'être ouverte à la ratification des Membres.

2. La présente convention demeurerait en tout cas en vigueur dans sa forme et teneur pour les Membres qui l'auraient ratifiée et qui ne ratifieraient pas la convention portant révision.

Article 12

The English and French versions of the text of this Convention are equally authoritative.

The foregoing is the authentic text of the Certification of Able Seamen Convention, 1946, as modified by the Final Articles Revision Convention, 1946.

The original text of the Convention was authenticated on 30 August 1946 by the signatures of Henry M. Jackson, President of the Conference, and Edward J. Phelan, Director of the International Labour Office.

The Convention had not come into force on 1 January 1947.

IN FAITH WHEREOF I have, in pursuance of the provisions of Article 6 of the Final Articles Revision Convention, 1946, authenticated with my signature this thirty-first day of August 1948 two original copies of the text of the Convention as modified.

Article 12

Les versions française et anglaise du texte de la présente convention font également foi.

Le texte qui précède est le texte authentique de la Convention sur les certificats de capacité de matelot qualifié, 1946, telle qu'elle a été modifiée par la Convention portant révision des articles finals, 1946.

Le texte original de la convention fut authentiqué le 30 août 1946 par les signatures de M. Henry M. Jackson, Président de la Conférence, et de M. Edward J. Phelan, Directeur du Bureau international du Travail.

La convention n'était pas entrée en vigueur le 1^{er} janvier 1947.

EN FOI DE QUOI j'ai authentiqué par ma signature, en application des dispositions de l'article 6 de la Convention portant révision des articles finals, 1946, ce trente et unième jour d'août 1948, deux exemplaires originaux du texte de la convention telle qu'elle a été modifiée.

EDWARD PHELAN,

*Director-General
of the International Labour Office.*

*Directeur général
du Bureau international du Travail.*

The text of the Convention as here presented is a true copy of the text authenticated by the signature of the Director-General of the International Labour Office.

Le texte de la Convention présenté ici est une copie exacte du texte authentique par la signature du Directeur général du Bureau international du Travail.

Certified true copy,
Copie certifiée conforme,

*for the Director-General of the International Labour Office :
pour le Directeur général du Bureau international du Travail :*



C. W. JENKS,

*Legal Adviser
of the International Labour Office.
Conseiller juridique
du Bureau international du Travail.*

WHEREAS the Senate of the United States of America by their Resolution of April 14, 1948, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Final Articles Revision Convention, 1946, and the said convention was duly ratified by the President of the United States of America on May 21, 1948, and the instrument of ratification on the part of the United States of America was duly communicated to and registered with the Director-General of the International Labor Office on June 24, 1948, on which date the convention entered into force with respect to the United States of America;

WHEREAS the Senate of the United States of America by their Resolution of July 4, 1952, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention (No. 74) concerning the certification of able seamen, subject to the following understandings:

“It is the understanding of the Government of the United States of America that nothing in this convention will interfere with the practice in the United States of America of issuing limited certificates as able seamen to persons of less service or training than prescribed in the convention and of the signing on such persons, who are considered as holding an intermediate rating which is outside the terms of the convention; and

“It is the understanding of the Government of the United States of America that this convention shall apply to seagoing vessels only, and that for this purpose the words ‘seagoing vessel’ shall mean a merchant vessel of more than 100 gross tons, which in the usual course of her employment proceeds outside the line dividing the inland waters from the high seas as defined under section 2 of the Act of February 19, 1895, 28 Stat. 672, as amended (U. S. C. title 33, sec. 151).”;

WHEREAS the said convention (No. 74), as modified by the said Final Articles Revision Convention, 1946, was duly ratified by the President of the United States of America on February 17, 1953, in pursuance of the aforesaid advice and consent of the Senate and in pursuance of the said Final Articles Revision Convention, 1946;

WHEREAS it is provided in Article 6 of the said convention (No. 74), as modified by the said Final Articles Revision Convention, 1946, that the convention (No. 74) shall come into force twelve months after the date on which the ratifications of two Members of the International Labor Organization have been registered with the Director-General of the International Labor Office and, thereafter, shall come into force for any Member twelve months after the date on which its ratification has been registered;

WHEREAS instruments of ratification by France and the Netherlands of the said convention (No. 74) were registered with the Director-General of the International Labor Office on December 9, 1948 and July 14, 1950, respectively, and the said convention (No. 74) entered into force, in accordance with Article 6 thereof, on July 14, 1951;

WHEREAS the instrument of ratification by the United States of America of the said convention (No. 74) as modified by the said Final Articles Revision Convention, 1946, subject to the aforesaid understandings on the part of the United States of America, was registered by the United States of America with the Director-General of the International Labor Office on April 9, 1953; [¹]

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said convention (No. 74) concerning the certification of able seamen, as modified by the said Final Articles Revision Convention, 1946, to the end that the same, and each and every article and clause thereof, subject to the aforesaid understandings, shall be observed and fulfilled with good faith on and after April 9, 1954, 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 April in the year of our Lord one thousand nine hundred fifty-four
[SEAL] and of the Independence of the United States of America the one hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:

WALTER B. SMITH

Acting Secretary of State

^¹Ratifications have also been registered by the following countries on the dates indicated: Belgium, Dec. 5, 1951; Canada, Mar. 19, 1951; the United Kingdom, May 13, 1952; and Portugal, June 13, 1952.

MUTUAL DEFENSE ASSISTANCE

TIAS 2950
Apr. 13, 1954

Status of Military Assistance Advisory Group

Agreement between the UNITED STATES OF AMERICA and NORWAY

- Effectuated by Exchange of Notes
Dated at Oslo April 13, 1954
- Entered into force April 13, 1954

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ÉTRANGÈRES

The Royal Norwegian Ministry of Foreign Affairs has the honour to draw the attention of the Embassy of the United States of America to the fact that the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on the 19th June, 1951,[¹] came into effect between Norway and the United States on the 23rd August, 1953.

This Agreement applies to forces of one Party when sent, by arrangement, to serve in the territory of another Party. According to Article I, 1 (a), two Contracting Parties may, however, agree that certain individuals, units, or formations shall not be regarded as constituting or included in a "force" for the purposes of the Agreement.

The status of the Military Assistance Advisory Group, attached to the Embassy of the United States of America, is at present determined by the Mutual Defense Assistance Agreement, signed on the 27th January, 1950,[²] and the Norwegian authorities are of the opinion that this position should be maintained.

The Ministry of Foreign Affairs would therefore propose that the Military Assistance Advisory Group should not be regarded as constituting or included in a "force", and that the Status of Forces Agreement should not have any influence as far as this group is concerned.

It is suggested that, if acceptable to the United States Government, this note together with the Embassy's reply constitute an affirmation of agreement between our two Governments that personnel of the Military Assistance Advisory Group do not constitute a "force" for the purpose of paragraph 1 (a) of Article I of the Agreement between the Parties to the North Atlantic Treaty regarding the status of their forces.

OSLO, 13th April, 1954.

[SEAL]

To

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

¹ Treaties and Other International Acts Series 2846.

² TIAS 2016; 1 UST 106.

The American Embassy to the Norwegian Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 280

The Embassy of the United States of America has the honor to acknowledge the Note of the Royal Norwegian Ministry of Foreign Affairs dated April 13, 1954, concerning the status of the Military Assistance Advisory Group with reference to Article I, 1 (a) of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces.

The United States Government agrees that the Military Assistance Advisory Group should not be regarded as constituting or included in a "force" for the purposes of the Agreement, and that the Status of Forces Agreement should not have any influence so far as this Group is concerned.

The Embassy considers that the Note of the Royal Norwegian Ministry of Foreign Affairs, dated April 13, 1954, together with this Note, constitute an affirmation of agreement between our two governments that personnel of the Military Assistance Advisory Group do not constitute a "force" for the purpose of paragraph 1 (a) of Article I of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces.

Oslo, April 13, 1954.

R. N. M.

THE ROYAL NORWEGIAN
MINISTRY OF FOREIGN AFFAIRS,
Oslo.

TIAS 2951 SETTLEMENT OF CLAIMS OF
June 4, Oct.
15, Dec. 6, 1951 FRENCH PRISONERS OF WAR
and Jan. 17, Feb.
2, 1952

Agreement between the
UNITED STATES OF AMERICA
and **FRANCE**

- Effectuated by Exchanges of Notes
Dated at Paris June 4, October 15,
and December 6, 1951, and
January 17 and February 2, 1952
- Entered into force February 2, 1952

The American Embassy to the French Ministry of Foreign Affairs

No. 1470

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the conversations which have been taking place between representatives of the United States Government and the French Government concerning the settlement of certain financial obligations, in most cases represented by Military Payment Orders and Certificates of Credit Balances denominated in dollars, which were issued by the United States and are at present held by nationals of France as a result of their status at any time during world war II as prisoners of war in custody of the United States. During these conversations the following points have been agreed upon:

1. The French Government will advertise for the submission of prisoner of war claims of claimants who were nationals of France on October 31, 1947.
2. In collecting claims instruments from the French nationals concerned, the French Government will observe the following precautions against fraud and erroneous payments:
 - a) Positive identification of the payee will be required before the Military Payment Order or Certificate of Credit Balance or other form of claims evidence is accepted for payment.
 - b) The instrument in question must be signed in the presence of an authorized agent of the French Government prior to acceptance.
 - c) Each claimant presenting a Military Payment Order or a Certificate of Credit Balance will be required to submit an affidavit (of the same wording as the model set forth in Annex A to this Note) to the effect that he was a national of France on October 31, 1947. This affidavit will also include an attestation by a local official of the French Government verifying the statement of the payee.
 - d) Military Payment Orders and Certificates of Credit Balances which appear to have been altered or tampered with in any manner whatsoever will not be accepted unless the claimant submits an affidavit indicating such circumstances as may clearly warrant the payment of the amount claimed.

- e) Any person or persons who under the provisions of the laws of France are the legal heirs of a deceased prisoner of war or are authorized under its laws to bind his estate in the event of his death or legal disability will be required to take the steps indicated in Annex B in the case of Military Payment Orders and the steps indicated in Annex C in the case of Certificates of Credit Balances in order to be entitled to receive payment for such instruments which were issued by the United States to any prisoner of war now deceased or under legal disability. In any case where the prisoner of war is under legal disability at the effective date of this arrangement, no payment will be made unless the prisoner of war was a national of France on October 31, 1947. In any case where the prisoner of war is deceased at the effective date of this arrangement, no payment will be made unless the prisoner of war was a national of France on October 31, 1947, or on the date of his death, whichever date was earlier in time.
- f) Each claimant presenting a prisoner of war claim not represented by a Military Payment Order or Certificate of Credit Balance will be required to submit an affidavit giving a detailed statement of the circumstances forming the basis of his claim and including a certification to the effect that he was a national of France on October 31, 1947, in order that said claim may be eligible for consideration. This affidavit will also include an attestation by a local official of the French Government similar to the model in Annex A verifying the statement of the payee that he was a national of France on October 31, 1947.

3. The instruments collected in accordance with the terms of paragraphs 1) and 2) above will be submitted to the United States Military Attaché at Paris within 120 days from the date of publication of the notices concerning collection.

4. The Military Attaché will in turn submit all instruments received to the United States Military Authorities in the United States who will determine the validity of the claims presented. The instruments will be retained in the official records of the United States Armed Forces.

5. Upon the basis of the findings of the Military Authorities in the United States, the United States Government will negotiate a settlement with the French Government to relieve the United States of all obligations arising out of claims under the convention on Prisoners of War, signed at Geneva on July 27, 1929, [¹] of nationals of France who were formerly prisoners of war in the custody of the United States.

¹ Treaty Series 846; 47 Stat. 2021.

6. The United States Government will settle its obligations to the French Government as determined by the negotiations referred to in paragraph 5) above by a payment in francs to the French Treasury from francs accruing to the United States by the terms of any agreement between the Government of the United States and the Government of France, such as the Economic Cooperation Agreement of July 10, 1948 [¹] and the exchange of letters of December 6, 1947 between the French Minister of Finance and the Central Field Commissioner for Europe, Office of the Foreign Liquidation Commissioner, Department of State [²] in connection with the fifty million dollar credit extended to the French Government on that date. The amount of this payment in francs by the United States Government shall be computed on the basis of the aforementioned dollar obligation resulting from the negotiated settlement and the highest dollar-franc rate quoted on the free foreign exchange market at Paris at the close of the last previous session of that market before the date of settlement.

7. In return for this settlement the French Government agrees to assume the responsibility of satisfying all claims of nationals of France arising under the Convention of Prisoners of War, signed at Geneva on July 27, 1929, and completely discharges and holds harmless the United States from any liability to such persons.

8. The United States Government will make available the details of the verification of claims under the procedure specified in paragraph 4 above, which the French Government may use to reject unfounded claims (counterfeits, lack of proper documentation, etc.).

The Embassy would greatly appreciate confirmation by the Ministry of Foreign Affairs that the contents of this Note are in accord with the understanding of the French Government.

PARIS, June 4, 1951

MINISTRY OF FOREIGN AFFAIRS
Paris

¹ Treaties and Other International Acts Series 1783; 62 Stat., pt. 2, p. 2223.

² Not printed.

ANNEX A

AFFIDAVIT required to be submitted by claimants presenting Military Payments Orders or Certificates of Credit Balances and ATTESTATION by a local official of the French Government.

"I, the undersigned, certify that the attached Military Payment Order and/or Certificate of Credit Balance was issued to me by the United States Government and was for amounts which, under the provisions of the Conventions on Prisoners-of-War then in force, accrued to my credit for the period I was held in the custody of the United States Government as a prisoner of war during World War II. I further certify that on October 31, 1947 I was a national of France."

(signature)

(United States
Prisoner-of-War
Number)

"I certify that the above-named person was a national of France on October 31, 1947."

(signature of local French
Government Official)

ANNEX B

AFFIDAVIT required to be submitted by legal heirs or persons authorized to bind the estate for encashment of Military Payment Orders and ATTESTATION by an official of France.

Any person (persons) who under the provisions of the laws of France is (are) the legal heir (heirs) of a deceased prisoner of war or is (are) authorized under its laws to bind his estate in the event of his death or legal disability will be required to take the following steps in order to be entitled to receive payment for a Military Payment Order:

a) On the face of the Military Payment Order, under the caption "received payment", the legal heir (heirs) or person (persons) authorized to bind the estate in the event of death or legal disability will inscribe the name of the prisoner of war as indicated on the Military Payment Order, followed by his (their) own signature (signatures) and the words "legal heir (heirs) under the laws of France", or such other designation as may be appropriate under the laws of France.

b) An official of France will place the following attestation on the reverse side of the Military Payment Order:

"I certify that under the provisions of French law (name of legal heir or heirs) is (are) the legal heir (heirs) or is (are) the person (persons) authorized under French law to bind the estate

of the prisoner of war whose name appears on the face of this order and who was a French national on October 31, 1947" (or if he died prior to October 31, 1947, "at the time of his death on _____", or,

"I certify that under the provisions of French law (name of representative) is authorized to act for (name of prisoner of war) who is under legal disability and who was a French national on October 31, 1947."

c) The legal heir (heirs) or person (persons authorized to bind the estate will be required to execute the following affidavit with certification by a local official of the French Government.

"I (we) the undersigned, certify that I am (we are) the legal heir (heirs) (or, the person (persons) authorized to bind the estate) under French law of (name of prisoner of war) whose name appears on the attached Military Payment Order, who was a national of France on October 31, 1947" (or if he died prior to October 31, 1947", at the time of his death on _____").

(signature of legal heir (heirs)
or other appropriate person
authorized to bind the estate)

"I certify that the above-named person is (persons are) the legal (heir (heirs) (or the person (persons) legally authorized to bind the estate) of (name of prisoner of war) who was a national of France on October 31, 1947", at the time of his death on _____").

(signature of local French
Government Official)

ANNEX C

AFFIDAVIT required to be submitted by legal heirs or persons authorized to bind the estate for encashment of certificates of Credit Balances and ATTESTATION by an official of France.

Any person (persons) who under the provisions of the laws of France is (are) the legal heir (heirs) of a deceased prisoner of war or is (are) authorized under its laws to bind his estate in the event of his death or legal disability will be required to take the following steps in connection with presentation of a Certificate of Credit Balance:

a) An official of France will place the following attestations on the reverse side of the Certificate of Credit Balance:

"I certify that under the provisions of French law (name of legal heir or heirs) is (are) the legal heir (heirs) or is (are) the person (persons) authorized under French law to bind the estate) of the

prisoner of war whose name appears on the face of this order and who was a French national on October 31, 1947" (or if he died prior to October 31, 1947, "at the time of his death on _____"), or,

"I certify that under the provisions of French law (name of representative) is authorized to act for (name of prisoner of war) who is under legal disability and who was a French national on October 31, 1947."

b) The legal heir (heirs) or person (persons) authorized to bind the estate will be required to execute the following affidavit with certification by a local official of the French Government:

"I (we), the Undersigned, certify that I am (we are) the legal heir (heirs) (or, the person (persons) authorized to bind the estate) under French law of (name of prisoner of war) whose name appears on the attached Certificate of Credit Balance, who was a national of France on October 31, 1947" (or if he died prior to October 31, 1947, "at the time of his death on _____").

(signature of legal heir (heirs
or other appropriate person
authorized to bind the estate)

"I certify that the above-named person is (persons are) the legal heir (heirs) (or, the person (persons) legally authorized to bind the estate) of (name of prisoner of war) who was a national of France on October 31, 1947" (or if he died prior to October 31, 1947," at the time of his death on _____").

(signature of local French Gov-
ernment Official).

PARIS, June 4, 1951

The French Ministry of Foreign Affairs to the American Embassy

BB/EB

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRESLIBERTÉ · ÉGALITÉ · FRATERNITÉ
—
RÉPUBLIQUE FRANÇAISEDirection des Affaires
Administratives et Sociales
Unions

n° UN.

PARIS, le

Par Sa note n° 1470 du 4 juin 1951 l'Ambassade des Etats-Unis a bien voulu indiquer au Département la manière dont le Gouvernement américain entendait s'acquitter des sommes qu'il doit à certains ressortissants français qui ont été détenus en tant que prisonniers de guerre par les forces armées des Etats-Unis d'Amérique.

Les engagements contractés par le Gouvernement américain sont représentés habituellement par des ordres militaires de paiement ou des certificats de crédits libellés en dollars, remis aux prisonniers de guerre lors de leur libération.

La procédure suggérée par le Gouvernement américain serait la suivante: les services compétents du Gouvernement français, après avoir pris les mesures de publicité nécessaires pour que les facilités de remboursement soient connues de tous les intéressés, recueilleraient, par l'intermédiaire des caisses publiques, les divers titres de créance que des ressortissants français peuvent avoir à l'encontre du Gouvernement américain; en remettant ces titres de créance, les intéressés les revêtiraient de leur signature; ils certifieraient en outre, par le moyen d'un affidavit, qu'ils étaient ressortissants français à la date du 31 octobre 1947. Des formalités spéciales seraient prévues dans le cas où le titulaire de la créance serait décédé afin de permettre à ses héritiers de faire valoir leurs droits. Dans un délai de cent vingt jours après la parution de l'avis invitant les intéressés à déposer leurs titres de créance, ces effets devraient être remis par les autorités françaises à l'Attaché Militaire près l'Ambassade des Etats-Unis à Paris, à charge pour celui-ci de les transmettre aux autorités militaires américaines aux Etats-Unis. Après examen par les services compétents américains de ces titres de paiement, des négociations auraient lieu entre les représentants des deux gouvernements pour déterminer le montant exact des sommes dues aux ressortissants français; la somme correspondant à ce montant serait remise au Gouvernement français. Celui-ci substituerait alors sa responsabilité à celle du Gouvernement des Etats-Unis pour le remboursement des titres de créance découlant de l'application de la Convention relative aux prisonniers de guerre, signée à Genève le 27 juillet 1929, en ce qui concerne les ressortissants français qui furent confiés à la garde des Forces armées américaines. Enfin, le Gouvernement des Etats-Unis s'acquitterait de cette somme en utilisant soit les francs français qu'il

détient au titre de l'Accord de Coopération Economique du 10 juillet 1948, soit ceux qu'il détient au titre de l'échange de lettres de décembre 1947. Ces versements en francs se feraient sur la base du cours du dollar tel qu'il résulte des arrangements existant entre les deux Gouvernements.

Le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade des Etats-Unis que les termes de Sa note précitée ne soulèvent pas d'objection de sa part, sous réserve que:

1— le terme "ressortissant français" soit interprété comme désignant également les ressortissants tunisiens et marocains aussi bien que tous les membres de l'Union française. En effet, parmi les anciens prisonniers de guerre des Forces Armées américaines figurent non seulement des français de la Métropole—surtout des Alsaciens et des Mosellans—mais encore un certain nombre de Nord-Africains;

2— le délai de quatre mois prévu pour la remise des titres de créance soit porté à six mois pour les titulaires de titres de créance demeurant hors du territoire métropolitain. Le délai de quatre mois apparaît en effet un peu court dans ce cas, en raison des difficultés de communications existant avec certains territoires de l'Union française.

Si ces réserves étaient agréées par l'Ambassade et confirmées par une réponse affirmative, cet échange de notes pourrait être considéré comme constituant l'accord entre la France et les Etats-Unis réglant la question du remboursement des créances que certains ressortissants français, anciens prisonniers de guerre des Forces armées américaines, détiennent sur le Gouvernement des Etats-Unis./.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis les assurances de sa haute considération./

15 Oct 1951

AMBASSADE DES ETATS-UNIS
D'AMERIQUE
à Paris.—

Translation.

BB/EB

MINISTRY OF FOREIGN AFFAIRS

Office of the Director
of Administrative and Social Affairs
Unions

No. UN.

LIBERTY · EQUALITY · FRATERNITY

FRENCH REPUBLIC

PARIS,

In its note No. 1470 of June 4, 1951, the Embassy of the United States was good enough to indicate to the Department the procedure

by which the American Government proposed to pay the sums it owes to certain French nationals who were held as prisoners of war by the armed forces of the United States of America.

The obligations incurred by the American Government are in most cases represented by military payment orders or certificates of credits denominated in dollars, issued to prisoners of war at the time of their release.

The procedure suggested by the American Government would be as follows: the competent services of the French Government, after taking the necessary publicity measures so that the reimbursement facilities would be known to all interested persons, would collect, through the National Treasury, the various claims certificates that French nationals hold against the American Government; in submitting such claims certificates, the persons concerned would affix their signature thereto; they would, furthermore, certify, by means of an affidavit, that they were French nationals on October 31, 1947. Special formalities would be provided in the event the holder of the certificate is deceased, so as to enable his heirs to assert their claims. Within a period of one hundred twenty days from the publication of the notice requesting the persons concerned to submit their claims certificates, those instruments should be delivered by the French authorities to the Military Attaché of the Embassy of the United States, at Paris, and it would be the duty of the latter to transmit them to the American military authorities in the United States. After an examination of those payment certificates by the competent American services, negotiations would take place between the representatives of the two Governments to determine the exact amount due the French nationals; the sum representing that amount would be remitted to the French Government. The latter would then take over from the Government of the United States the responsibility for redeeming the claims certificates arising out of the application of the Geneva Convention Relative to Prisoners of War, signed at Geneva on July 27, 1929, in so far as the French nationals who were in the custody of the American armed forces are concerned. Lastly, the Government of the United States would pay that sum by utilizing either the French francs it holds by virtue of the Economic Cooperation Agreement of July 10, 1948, or those it holds by virtue of the exchange of letters of December 1947. Such payments in francs would be made on the basis of the dollar rate of exchange resulting from existing agreements between the two Governments.

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States that it has no objection to the terms of the above-mentioned note, providing:

1. the phrase "French national" is interpreted to designate also Tunisian and Moroccan nationals as well as all members of the French Union. In fact, among the former prisoners of war of the American armed forces these were not only French of Metropolitan France, especially Alsatians and residents of the Moselle region, but also a certain number of North Africans;

2. the period of four months stipulated for submitting claims certificates is extended to six months for holders of claims certificates who reside outside the metropolitan territory. The four-month period seems in fact rather short, under the circumstances, in view of the present difficulties in communicating with certain territories of the French Union.

If these reservations should be accepted by the Embassy and confirmed by an affirmative reply, this exchange of notes could be considered as constituting the agreement between France and the United States settling the question of the payment of the claims which certain French nationals, former prisoners of war of the American armed forces, hold against the Government of the United States.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States the assurances of its high consideration.

OCTOBER 15, 1951

EMBASSY OF THE UNITED STATES OF AMERICA,
Paris

The French Ministry of Foreign Affairs to the American Embassy

BB/EB

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

LIBERTÉ · ÉGALITÉ · FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

Direction des Affaires
Administratives et Sociales

Unions Internationales

n° UN.

PARIS, le

Comme suite à la note du Département du 15 octobre 1951 concernant le remboursement des créances que certains ressortissants français anciens prisonniers de guerre des forces armées américaines, détiennent sur le Gouvernement des Etats-Unis l'Ambassade a bien voulu lui faire savoir par communication téléphonique qu'elle ne pouvait accepter sans en référer à Washington le délai supplémentaire réservé aux ressortissants français des territoires d'outre-mer pour déposer leurs titres de créances.

Une telle démarche risquait de reporter à plusieurs mois la date de la réponse de l'Ambassade.

Le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade des Etats-Unis que cette question a été examinée par les services comptables intéressés du Ministère des Finances. Ceux-ci, bien qu'ils estiment que le délai de quatre mois soit un peu court pour les ressortissants français habitant l'Afrique du Nord, ne font pas d'objection à supprimer cette réserve.

Le Ministère des Affaires Etrangères serait reconnaissant à l'Ambassade des Etats-Unis de bien vouloir lui faire savoir si elle accepte les termes de la note précitée, à l'exception du délai supplémentaire demandé pour les ressortissants français des territoires d'outre-mer, condition que le Gouvernement français a décidé d'abandonner.

Le Ministère saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis les assurances de sa haute considération.

— 6 DEC 1951

AMBASSADE DES ETATS-UNIS

Paris. —

Translation

BB/EB

MINISTRY OF FOREIGN AFFAIRS

LIBERTY · EQUALITY · FRATERNITY

Office of the Director
of Administrative and Social Affairs

FRENCH REPUBLIC

International Unions

No. UN.

PARIS,

Referring to the Department's note of October 15, 1951, concerning the payment of claims which certain French nationals, former prisoners of war of the American armed forces, hold against the Government of the United States, the Embassy has been so good as to inform the Department in a telephone communication that it could not, without consulting Washington, agree to the supplementary period allowed French nationals of overseas territories for submitting their claims certificates.

Such an action might postpone the date of the Embassy's reply for several months.

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States that this question has been examined by the interested accounting services of the Ministry of Finance. Although they feel that the period of four months is somewhat short for French nationals residing in North Africa, those services have no objection to omitting that reservation.

The Ministry of Foreign Affairs would be grateful if the Embassy of the United States would be so good as to inform it whether it accepts the terms of the above-mentioned note, with the exception of the additional period requested for French nationals of overseas territories, which stipulation the French Government has decided to withdraw.

The Ministry avails itself of this occasion to renew to the Embassy of the United States the assurances of its high consideration.

DECEMBER 6, 1951

EMBASSY OF THE UNITED STATES,
Paris.

The American Embassy to the French Ministry of Foreign Affairs

No. 849

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Ministry's two Notes of October 15, 1951 and December 6, 1951, as well as to the Embassy's Note No. 1470 of June 4, 1951, concerning the proposed procedures for the settlement of certain financial obligations, in most cases represented by Military Payment Orders and Certificates of Credit Balances, denominated in dollars, which were issued by the United States and are at present held by nationals of France as a result of their status at any time during World War II as prisoners of war in the custody of the United States.

In its second Note under reference the Ministry indicated that the proposals set forth in the Embassy's Note No. 1470 were acceptable to the French Government subject to the proviso that the term "nationals of France" should be interpreted to include Moroccan and Tunisian nationals as well as all the members of the French Union. The Ministry further indicated that if this proviso was acceptable to the Embassy and was confirmed by an affirmative reply, the aforementioned exchange of Notes could be considered as constituting the agreement between France and the United States on the subject under reference.

The Embassy has the honor to advise the Ministry of its agreement that the claims of Moroccan and Tunisian nationals may be processed in accordance with the procedures specified in the Embassy's Note No. 1470, just as if such claimants were "nationals of France." It is the understanding of the Embassy that with the resolution of this point, there is complete agreement between the United States Government and the French Government on the question of the procedures for reimbursement of the Military Payment Orders and Certificates of Credit Balances in question. The French Government may there-

fore proceed to advertise for the submission of such claims by claimants who were nationals of France on October 31, 1947, as provided for in paragraph 1 of the Embassy's Note No. 1470.

With reference to the text of the Ministry's Note of October 19, 1951, the Embassy would appreciate confirmation that its interpretation of the points specified below is correct.

(1) In referring to the method to be employed by the United States Government in settling the claims in question, the Ministry's Note states that the United States Government would pay the sum due by utilizing the French francs which it holds by virtue of the provisions of the Economic Cooperation Agreement of June 28, 1948, or those held by virtue of the Mayer-Hysong Agreement of December 6, 1947. Paragraph 6 of the Embassy's Note No. 1470 specified that the United States Government could make the payment from francs accruing to the United States by the terms of any agreement between the United States Government and the French Government, and cited the two aforementioned agreements as examples.

(2) The Ministry's Note of October 15, 1951 further states that these franc payments would be made on the basis of the dollar-franc exchange rate resulting from existing arrangements between the two Governments. Paragraph 6 of the Embassy's Note No. 1470 specified that the exchange rate to be used in computing the amount of the franc payment was to be the highest dollar-franc rate quoted on the free foreign exchange market at Paris at the close of the last previous session of that market before the date of the settlement.

It is the understanding of the Embassy that notwithstanding the differences of wording referred to in the two preceding paragraphs, the language employed in the Ministry's Note of October 15, 1951 was not intended to modify in any way the proposals set forth in paragraph 6 of the Embassy's Note No. 1470. With reference to the question of the exchange rate applicable to the settlement, it is, of course, recognized that if there are any substantial modifications in the French foreign exchange system between now and the time when this settlement is effected, it might be necessary for the two Governments to reexamine the relevant provisions of paragraph 6 to make certain that they were consistent with the system then in effect.

PARIS, January 17, 1952

THE MINISTRY OF FOREIGN AFFAIRS

Paris

The French Ministry of Foreign Affairs to the American Embassy

AR/EB

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

LIBERTÉ · ÉGALITÉ · FRATERNITÉ
RÉPUBLIQUE FRANÇAISE

Direction des Affaires
Administratives et Sociales

Unions Internationales

n° UN.

PARIS, le

Par note 849 du 17 janvier 1952 l'Ambassade des Etats-Unis a bien voulu soumettre au Ministère des Affaires Etrangères ses propositions définitives en vue du remboursement des créances que certains ressortissants français, prisonniers de guerre des Forces Armées américaines, détiennent sur le Gouvernement des Etats-Unis.

Le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade qu'il n'a pas d'objection à ce que soient utilisés en vue de cette opération tous les avoirs en francs que le Gouvernement des Etats-Unis détient au titre d'accords passés avec le Gouvernement français, comme par exemple l'accord Mayer-Hysong du 6 décembre 1947 et l'accord sur la Coopération économique du 28 juin 1948.

Le Gouvernement français donne en outre son agrément à ce que le cours de change du dollar applicable pour chaque transaction soit le cours le plus élevé coté sur le marché libre de Paris à la veille du règlement.

L'Ambassade des Etats-Unis ayant de son côté accepté que le terme "ressortissants français" comprenne également les ressortissants marocains et tunisiens, ainsi que les habitants de l'Union française, le Ministère des Affaires Etrangères est disposé pour sa part à considérer cet échange de notes comme l'accord définitif réglant le remboursement des créances détenues par des ressortissants français, prisonniers de guerre des forces armées américaines, sur le Gouvernement des Etats-Unis.

Le Ministère des Finances procédera en conséquence aux mesures de publicité nécessaires afin que les ayants-droit puissent par l'entremise des caisses publiques obtenir en temps voulu le remboursement de leurs titres de créance./.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis l'assurance de sa haute considération./.

-2 FEV 1952

PARIS, le

AMBASSADE DES ETATS-UNIS

Paris.-

Translation

AR/EB

MINISTRY OF FOREIGN AFFAIRS

LIBERTY · EQUALITY · FRATERNITY

Office of the Director
of Administrative and Social Affairs

FRENCH REPUBLIC

International Unions

No. UN.

PARIS,

In note 849 of January 17, 1952, the Embassy of the United States was so good as to submit to the Ministry of Foreign Affairs its definitive proposals with a view to payment of the claims which certain French nationals, prisoners of war of the American armed forces, hold against the Government of the United States.

The Ministry of Foreign Affairs has the honor to inform the Embassy that it has no objection to the use, in view of this transaction, of all the franc assets that the Government of the United States holds by virtue of agreements concluded with the French Government, such as the Mayer-Hysong Agreement of December 6, 1947, and the Economic Cooperation Agreement of June 28, 1948.

The French Government, furthermore, agrees that the dollar rate of exchange applicable to each transaction shall be the highest rate quoted on the Paris free market on the day before the settlement.

In view of the fact that the Embassy of the United States has, for its part, agreed that the term "French national" shall include also Moroccan and Tunisian nationals, as well as the inhabitants of the French Union, the Ministry of Foreign Affairs, for its part, is prepared to consider this exchange of notes as the definitive agreement providing for the payment of claims held by French nationals who were prisoners of war of the American armed forces, against the Government of the United States.

The Ministry of Finance will proceed, consequently, with the necessary publicity measures so that the rightful claimants may have their claims certificates redeemed in good time, through the National Treasury.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States the assurance of its high consideration.

PARIS

February 2, 1952

EMBASSY OF THE UNITED STATES,
Paris.

SOUTH PACIFIC COMMISSION

**TIAS 2952
Apr. 5, 1954**

Frequency of Sessions

**Agreement between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

- Signed at Canberra April 5, 1954
- Entered into force July 1, 1954

**AGREEMENT
RELATING TO THE FREQUENCY OF SESSIONS
OF THE SOUTH PACIFIC COMMISSION**

**AGREEMENT
RELATING TO THE FREQUENCY OF SESSIONS OF THE
SOUTH PACIFIC COMMISSION**

The Governments of Australia, the French Republic, the Kingdom of the Netherlands, New Zealand, the United Kingdom of Great Britain and Northern Ireland, and the United States of America,

Desiring to amend the provisions of the Agreement establishing the South Pacific Commission opened for signature at Canberra on 6 February, 1947,^[1] and

Considering that Article XVIII of the said Agreement provides that the provisions thereof may be amended by consent of all the participating Governments,

Have agreed as follows:

ARTICLE I

Paragraphs 11 and 12 of Article V of the Agreement establishing the South Pacific Commission opened for signature at Canberra on 6 February, 1947, shall be amended to read as follows:

“11. Irrespective of the place of meeting, each senior Commissioner shall preside over sessions of the Commission for one calendar year in rotation, according to the English alphabetical order of the participating Governments.

12. The Commission may meet at such times and in such places as it may determine. It shall hold one regular session in each year, and such further sessions as two-thirds of all the senior Commissioners may decide to be necessary.”

ARTICLE II

The present Agreement shall come into force on the First day of July 1954.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Canberra this Fifth day of April 1954, in the English, French and Netherlands languages, each equally authentic, the original of which shall be deposited in the archives of the Government of Australia. The Government of Australia shall transmit certified copies thereof to all the other signatory Governments.

¹ Treaties and Other International Acts Series 2317; 2 UST 1787.

ACCORD

RELATIF A LA FREQUENCE DES SESSIONS DE
LA COMMISSION DU PACIFIQUE DU SUD

**ACCORD
RELATIF A LA FREQUENCE DES SESSIONS
DE LA COMMISSION DU PACIFIQUE DU SUD**

Les Gouvernements de l'Australie, de la République Française, du Royaume des Pays-Bas, de la Nouvelle-Zélande, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et des Etats-Unis d'Amérique, désireux de modifier les dispositions de l'Accord instituant la Commission du Pacifique du Sud, ouvert à la signature le 6 février 1947 à Canberra,

et considérant que l'Article XVIII dudit Accord prévoit que ses dispositions pourront être modifiées avec l'assentiment de tous les gouvernements participants,

sont convenus de ce qui suit:

ARTICLE I

Les paragraphes 11 et 12 de l'Article V de l'Accord instituant la Commission du Pacifique du Sud, ouvert à la signature le 6 février 1947 à Canberra, seront modifiés comme suit:

"11. Quel que soit le lieu de réunion, chacun des premiers Commissaires présidera à tour de rôle, dans l'ordre de la liste alphabétique anglaise des gouvernements participants, les sessions de la Commission pendant une année civile.

12. La Commission pourra se réunir à telles dates et en tels lieux qu'elle fixera. Elle tiendra une session ordinaire chaque année et elle se réunira en outre autant de fois que les deux tiers de l'ensemble des premiers Commissaires l'estimeront nécessaire."

ARTICLE II

Le présent accord entrera en vigueur le premier Juillet 1954.

EN FOI DE QUOI les soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé le présent Accord.

FAIT à Canberra, le Cinq Avril 1954 en langues anglaise, française et néerlandaise, chaque texte faisant également foi. L'original sera déposé aux archives du Gouvernement australien. Le gouvernement australien en fera parvenir des copies certifiées conformes à tous les autres gouvernements signataires.

**OVEREENKOMST BETREFFENDE DE
MENIGVULDIGHEID DER ZITTINGEN VAN DE
ZUID PACIFIC COMMISSIE**

**OVEREENKOMST BETREFFENDE DE MENIGVULDIGHEID
DER ZITTINGEN VAN DE ZUID PACIFIC COMMISSIE**

De Regeringen van Australië, de Franse Republiek, het Koninkrijk der Nederlanden, Nieuw-Zeeland, het Verenigd Koninkrijk van Groot-Britannië en Noord-Ierland en de Verenigde Staten van Amerika,

Verlangende, de bepalingen van de op 6 Februari 1947 te Canberra ter ondertekening nedergelegde Overeenkomst tot instelling van de Zuid Pacific Commissie te wijzigen, en

Overwegende, dat Artikel XVIII van genoemde Overeenkomst er in voorziet, dat de bepalingen dezer Overeenkomst kunnen worden gewijzigd met instemming van alle deelnemende Regeringen,

Zijn overeengekomen als volgt:

ARTIKEL I

De paragrafen 11 en 12 van Artikel V van de op 6 Februari 1947 te Canberra ter ondertekening nedergelegde Overeenkomst tot instelling van de Zuid Pacific Commissie worden als volgt gewijzigd:

“11. De vergaderingen der Commissie worden, ongeacht de plaats van bijeenkomst, door de hoofdgedelegeerden per kalenderjaar bij toerbeurt voorgezeten en wel naar de Engelse alphabetische volgorde van de deelnemende Regeringen.

12. De Commissie bepaalt de tijd en plaats van haar bijeenkomsten. Zij vergadert geregeld éénmaal per jaar en voorts wanneer twee derden van alle hoofdgedelegeerden beslissen, dat zulks noodzakelijk is.”

ARTIKEL II

Deze Overeenkomst treedt in werking op 1 Juli 1954.

Ten blyke waarvan de ondergetekenden, daartoe behoorlijk gemachtigd door hun onderscheidene Regeringen, deze Overeenkomst hebben ondertekend.

Gedaan te Canberra, de vijfde April 1954, in de Engelse, Franse en Nederlandse taal, zijnde deze talen gelijkelijk authentiek. Het origineel zal worden nedergelegd in het archief van de Australische Regering.

De Australische Regering doet daarvan gewaarmerkte afschriften toekomen aan alle andere ondertekenende Regeringen.

For the Government of Australia:

Pour le Gouvernement de l'Australie:

Voor de Regering van Australië:

R. G. CASEY.

PAUL HASLUCK.

For the Government of the French Republic:

Pour le Gouvernement de la République Française:

Voor de Regering van de Franse Republiek:

LOUIS ROCHE

For the Government of the Kingdom of the Netherlands:

Pour le Gouvernement du Royaume des Pays-Bas:

Voor de Regering van het Koninkrijk der Nederlanden:

Onder voorbehond van goedsinden door de Staten-General. [¹]

A M L WINKELMAN

For the Government of New Zealand:

Pour le Gouvernement de la Nouvelle-Zélande:

Voor de Regering van Nieuw-Zeeland:

G E L ALDERTON

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

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

Voor de Regering van het Verenigd Koninkrijk van Groot-Britannië en Noord-Ierland:

STEPHEN L. HOLMES.

For the Government of the United States of America:

Pour le Gouvernement des Etats-Unis d'Amérique:

Voor de Regering van de Verenigde Staten van Amerika:

AMOS J. PEASLEE

Certified True Copy

A. H. BODY

(A. H. Body)

Assistant Legal Adviser

Department of External Affairs

[SEAL]

Canberra.

29th April, 1954

¹ In translation reads: "Subject to the approval of the States-General."

MUTUAL AID SETTLEMENT

**TIAS 2953
Jan. 20 and
Apr. 2, 1954**

**Agreement between the
UNITED STATES OF AMERICA
and BELGIUM**

**Amending Agreement of
September 24, 1946**

- Effectuated by Exchange of Notes
Signed at Washington January 20
and April 2, 1954
- Entered into force April 2, 1954

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON

January 20 1954

EXCELLENCY:

I have the honor to refer to the Belgian Embassy's note No. 1959 dated April 28, 1953 [¹] in reply to our note of November 28, 1952 [¹] concerning the Memorandum of Understanding between the Government of the United States of America and the Government of Belgium regarding Settlement for Lend-Lease, Reciprocal Aid, Plan A, Surplus Property, and Claims which was signed at Washington on September 24, 1946. [²]

The Embassy's note indicates that the Government of Belgium would be agreeable to the amendment of paragraph 2.A (1) of the Memorandum of Understanding to provide that within the limit of the sum of \$5,450,000 specified in paragraph 2.A (1) the Belgian Government will furnish to the Government of the United States, at the latter's request, the sums in Belgian francs up to a maximum amount of \$1,975,000 which the Government of the United States may require for any other purpose in addition to the purpose now provided for in paragraph 2.A (1) of the Memorandum of Understanding of September 24, 1946.

Accordingly, I propose that paragraph 2.A (1) be amended by adding to it the following sentence:

"Within the limits of the said sum of \$5,450,000 it is agreed that Belgian francs up to an aggregate value of \$1,975,000 will be provided by the Belgian Government at the request of the United States Government for use by the United States Government for any other purpose for which Belgian francs may be required."

If the Government of Belgium concurs in the foregoing, I would suggest that this note and your Excellency's reply indicating the agreement of the Government of Belgium be regarded as amending, to the extent specified herein, the Memorandum of Understanding of September 24, 1946.

¹ Not printed.

² Treaties and Other International Acts Series 2064; 62 Stat., pt. 3, p. 3984.

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

For the Secretary of State:

SAMUEL C. WAUGH

His Excellency

The Honorable

BARON SILVERCRUYS,

Belgian Ambassador.

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

No. 1453

WASHINGTON, April 2, 1954

SIR,

I have the honor to refer to your letter of January 20, 1954 regarding the amendment of paragraph 2, A (1) of the Memorandum of Understanding between the Government of the United States and the Government of Belgium regarding Settlement for Lend-Lease, Reciprocal Aid, Plan A, Surplus Property, and Claims which was signed at Washington on September 24, 1946.

It is the understanding of the Belgian Government that it would be of great assistance to the Government of the United States to have the above paragraph amended in order that Belgium may furnish to the United States, at the latter's request, Belgian francs up to a maximum amount of \$1,975,000 to be used for any other purpose in addition to the one provided for in that paragraph.

I take pleasure in informing you herewith that my Government, as mentioned in my note no. 1959 of April 28, 1953, agrees to the amendment of paragraph 2, A (1) of the Memorandum by adding to it the following sentence:

"Within the limits of the said sum of \$5,450,000 it is agreed that Belgian francs up to an aggregate value of \$1,975,000 will be provided by the Belgian Government at the request of the United States Government for use by the United States Government for any other purpose for which Belgian francs may be required".

It would be appreciated in this connection if requests for funds could be kept within the reasonable limit of 10 million francs a month.

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

SILVERCRUYS

Hon. JOHN F. DULLES

Secretary of State

The Department of State

Washington, D. C.

TIAS 2954
July 9 and Aug
25, 1952 **MUTUAL AID SETTLEMENT**

Investment of Portion of Trust Account

**Agreement between the
UNITED STATES OF AMERICA
and AUSTRALIA**

**Modifying Agreements of
June 7, 1946, and November 26, 1949**

- Effectuated by Exchange of Notes
Signed at Canberra July 9 and
August 25, 1952
- Entered into force August 25, 1952

The American Ambassador to the Australian Minister for External Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Canberra, A. C. T.

No. 7

July 9, 1952

SIR:

I have the honor to refer to your predecessor's note of March 20, 1950 [¹] concerning the investment in Commonwealth securities of the Lend-Lease Settlement Trust Account, and to my reply of April 3, 1950 [²] in which I undertook to transmit Mr. Spender's views to the Department of State in Washington, for consideration by my Government.

The United States Government concurs in the proposed arrangement by which the Australian Government would invest in Commonwealth securities a portion of the Trust Account which it has established for the purpose of discharging its outstanding obligation under the agreements between the Government of the Commonwealth of Australia and the Government of the United States of America on Settlement for Lend-Lease Reciprocal Aid, Surplus War Property and Claims, signed on June 7, 1946 [³] and for the use of funds made available in accordance with the Fulbright agreement, signed on November 26, 1949.[⁴] The amount and period of such investment would be a matter for consultation and agreement between our two Governments from time to time, taking into account the estimated requirements of the United States Government in relation to the United States Educational Foundation in Australia and the building program for United States establishments in Australia. It is agreed that securities purchased by the Trust Account would not at any time be sold at less than maturity value.

The proposed arrangement would, in the view of my Government require some modification of Paragraph 3 (b) of the Agreement of June 7, 1946 and of Article 11 of the Agreement of November 26,

^¹ Not printed.

^² Treaties and Other International Acts Series 1528; 60 Stat. 1707.

^³ Treaties and Other International Acts Series 1994; 64 Stat., pt. 3, p. n39.

1949, which at present provide for payment to the Government of the United States of an aggregate amount equivalent to \$7,000,000. My Government considers that in order to provide for any additional amounts which may be paid by the Australian Government, representing interest on cash balances and income on investments, that part of the Australian indebtedness which is represented by sums which would be invested by the Australian Government with the express concurrence of the United States or would otherwise draw interest, would be payable in an amount corresponding to the proceeds, including principal and interest, of such investments, regardless of the amounts stated in the existing agreements.

The United States Government agrees that any amounts paid by the Australian Government, additional to its obligations under the Agreement of June 7, 1946, would be used only for the respective purposes specified in Paragraph 3 of that Agreement.

The United States Government is also prepared to agree that in no event shall a total amount of the currency of the Government of Australia in excess of the amount available from the cash balance in the Trust Account together with securities sold at par or above, be made available in any single calendar year for the benefit of the United States Educational Foundation in Australia to the Treasurer of the United States of America, even though such amount may be less than the \$500,000 allowed in Article 11 of the Agreement of 26th November, 1949.

The United States Government assumes that the Australian Government will continue to make available statements at least annually showing the amounts of interest paid on cash balances and on each investment, also for the United States Educational Foundation and for the building program separately.

If the foregoing is acceptable to your Government I have the honor to suggest that the present Note and your confirmatory reply be deemed to constitute and evidence the Agreement reached between our two Governments.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

PETE JARMAN

The Right Honorable

RICHARD GARDINER CASEY, C.H., D.S.O., M.C.

*Minister for External Affairs,
Canberra, A.C.T.*

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

MINISTER FOR EXTERNAL AFFAIRS.

CANBERRA, A.C.T.

25th August, 1952.

SIR,

I have the honour to refer to your Note No. 7 of 9th July, 1952, concerning the investment in Commonwealth securities of the Lend Lease Settlement Trust Account.

The Australian Government is pleased to note that the Government of the United States concurs in the proposed arrangement by which the Australian Government would invest in Commonwealth securities a portion of the Lend Lease Settlement Trust Account. The Australian Government agrees to the procedures envisaged for such investment and to the proposed modification of paragraph 3 (b) of the Agreement of 7th June, 1946 and of Article 11 of the Agreement of 26th November, 1949.

The Australian Government agrees to the suggestion that your Note and this reply should be regarded as constituting and evidencing the understanding reached between our two Governments.

I have the honour to be,

With the highest consideration, Sir, Your obedient servant,

R. G. CASEY.

(R. G. Casey)

Minister of State for External Affairs.

His Excellency Mr. PETE JARMAN,

Ambassador for the United States of America

in Australia,

Canberra. A.C.T.

TIAS 2955
Dec. 31, 1953

TECHNICAL COOPERATION

Jordan Program

**Agreement between the
UNITED STATES OF AMERICA
and JORDAN**

**Amending Agreement of February 12,
1952, as Amended**

- Signed at Amman December 31, 1953
- Entered into force December 31, 1953

**AMENDMENT NO. 3 TO
THE JORDAN PROGRAM AGREEMENT**

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan agree that the Jordan Program Agreement entered into between the two Governments on the twelfth day of February 1952, [¹] as amended on the tenth day of September 1952, [²] and on the seventh day of April 1953, [³] is further amended as follows:

ARTICLE I

Paragraphs 6, 7, 8, and 9 of Article IV of the Jordan Program Agreement as amended, are renumbered, respectively, as paragraphs 7, 8, 9, and 10, and a new paragraph 6 is added as follows:

“6. The Government of the Hashemite Kingdom of Jordan shall establish as soon as practicable within the Ministry of Communications a Cooperative Department for Communications to carry out the program of technical cooperation in the fields of communication and transportation and shall designate the United States of America Operations Mission to Jordan Chief for Communications as the Chief of this Department.”

Done in duplicate in Arabic and English, both languages being equally authentic, at Amman, Jordan this 31st day of December 1953.

FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA

TRACY R WELLING
*Director, United States of
America Operations Mission
to Jordan*

FOR THE GOVERNMENT OF
THE HASHEMITE KINGDOM
OF JORDAN

A. KHATIB
*Minister of Economy of
The Hashemite Kingdom
of Jordan*

¹Treaties and Other International Acts Series 2505; 3 UST, pt. 3, p. 3747.

²TIAS 2696; 3 UST, pt. 4, p. 5084.

³TIAS 2819; 4 UST, pt. 2, p. 1551.

الاتجاهات البرنامية الاردنية (٣)

المادون الاولي

لإعادة تغليم الفقرات ٨٠٧٦١ و ٩ من المادة الرابعة من اتفاقية البرنامج الأردني بوجوب التعديل إلى ١٩٨٠٢ و ١٠ بالتناسبية لكل مضمون بحسب اتفاقية فقرة جديدة ٦ كما يلى:-

٦٠ تعم حكومة المملكة الاردنية الدائمة بانشاء دائرة عامة للمواصلات داخل وزار، المواصلات باشرع ما يمكن ذلك عمليا ، لتنفيذ البرنامج الخاص بالتعاون الفنى في حقول المواصلات والنقل وتعيين رئيس المواصلات التابع لبعثة الولايات المتحدة الامريكية للعمل في الاردن رئيساً للمذكورة الدائمة

جرى تنظيمها على نسختين باللغتين العربية والإنجليزية وكلتا
الناديين من حيث الاعتبار في عمان ،الأردن ،في هذا
العام ،١٩٥٣

عن كومة الملك الأردني العاشرة

وزير الافتخار فني
الملكية الأردنية المائية

كون من الولايات المتحدة الأمريكية

Terry R. McLean
مدرس بجامعة الولايات المتحدة الأمريكية
لللسن فـ الاردن

CONSULAR OFFICERS

TIAS 2956
Mar. 14, May
15, June 19, and
Aug. 8, 1951

Free Entry Privileges

**Agreement between the
UNITED STATES OF AMERICA
and IRAQ**

- Effectuated by Exchanges of Notes
Dated at Washington March 14,
May 15, June 19, and August 8, 1951
- Entered into force August 8, 1951

The Iraqi Chargé d'Affaires ad interim to the Secretary of State

EMBASSY OF IRAQ
WASHINGTON, D. C.

The Charge d'Affaires ad interim of Iraq presents his compliments to the Honorable The Secretary of State and has the honor to request that Consular Officers of Career of Iraq assigned to the United States of America at the Consulate General in New York City be given the privilege of custom courtesies and free entry for all items imported for their personal use on the basis of reciprocal treatment as the Consular Officers of Career of the U. S. A. assigned to Basrah, Iraq, have always enjoyed.

The Charge d'Affaires ad interim of Iraq avails himself of this opportunity to renew the assurances of his highest consideration.

[SEAL]

MARCH 14, 1951

The Honorable *The Secretary of State,*
Department of State,
Washington, D. C.

The Secretary of State to the Iraqi Chargé d'Affaires ad interim

The Secretary of State presents his compliments to the Chargé d'Affaires ad interim of Iraq and refers to his note of March 14, 1951, requesting that consular officers of Iraq assigned to the Consulate General in New York City be given the privilege of free entry for all items imported for their personal use on the basis of reciprocity. It was indicated in the Embassy's note that career consular officers of the United States stationed in Basra, Iraq, are presently enjoying such privilege.

While the United States Government is desirous of acceding to the Embassy's request, it wishes to point out that at the present time only the American Consul at Basra (the principal officer) is presently enjoying free importation privileges.

Accordingly, on the basis of reciprocity, this Government will henceforth accord free entry to all merchandise imported for the personal use of the Iraqi Consul General in New York City, and upon

Mar. 14, May 15, 1951

June 19, Aug. 8, 1951

the receipt of advice from the Embassy that the Iraqi Government will find it possible to accord free entry privileges to the other consular officers who are at present or who may be stationed in the future at Basra, the Department will be pleased to accord reciprocal free entry treatment to all Iraqi consular officers of career stationed in New York City.

Department of State,
Washington, May 15, 1951.

The Iraqi Chargé d'Affaires ad interim to the Secretary of State

EMBASSY OF IRAQ
WASHINGTON, D. C.

The Charge d'Affaires ad interim of Iraq presents his compliments to the Honorable The Secretary of State and has the honor to refer to the Department's note of May 15, 1951 and to inform him that further instructions have been received from Baghdad recently stating that all consular officers of career in the American Consulate stationed in Basrah, Iraq have customs courtesies and the privilege of free entry for all items imported for their personal use.

It would, therefore, be greatly appreciated if the same privileges are granted to our Consular Officers of career at the Iraqi Consulate General in New York City.

JUNE 19, 1951

[SEAL]

The Honorable,
*The Secretary of State,
Department of State,
Washington, D. C.*

The Secretary of State to the Iraqi Chargé d'Affaires ad interim

The Secretary of State presents his compliments to the Chargé d'Affaires ad interim of Iraq and refers to his note of June 19, 1951, in which it is stated that instructions have been received from Baghdad to the effect that all consular officers of career in the American Consulate at Basra are accorded customs courtesies and free entry privileges in connection with all items imported for their personal use.

On the basis of reciprocity, the Embassy requests that similar free entry privileges be accorded to Iraqi consular officers of career attached to the Iraqi Consulate General in New York City.

Upon the request of the Embassy in each instance, this Government will henceforth be pleased to extend the privilege of free entry to all articles imported for the personal use of Iraqi consular officers attached to the Iraqi Consulate General in New York City.

Department of State,

Washington, August 8, 1951.

MUTUAL DEFENSE ASSISTANCE

TIAS 2957
Mar. 8, 1954

Agreement, with Annexes, between
the UNITED STATES OF AMERICA
and JAPAN

- Signed at Tokyo March 8, 1954
- Entered into force May 1, 1954

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND JAPAN

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

Desiring to foster international peace and security,
within the framework of the Charter of the United Nations,^[1]
through voluntary arrangements which will further the ability
of nations dedicated to the purposes and principles of the
Charter to develop effective measures for individual and
collective self-defense in support of those purposes and
principles;

Reaffirming their belief as stated in the Treaty of
Peace with Japan signed at the city of San Francisco on
September 8, 1951 [²] that Japan as a sovereign nation possesses
the inherent right of individual or collective self-defense
referred to in Article 51 of the Charter of the United Nations;

Recalling the preamble of the Security Treaty between
the United States of America and Japan, signed at the city
of San Francisco on September 8, 1951, [³] to the effect that the
United States of America, in the interest of peace and security,
would maintain certain of its armed forces in and about Japan
as a provisional arrangement in the expectation that Japan
will itself increasingly assume responsibility for its own
defense against direct and indirect aggression, always avoiding

¹ Treaty Series 993; 59 Stat. 1031.

² Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.

³ TIAS 2491; 3 UST, pt. 3, p. 3329.

any armament which could be an offensive threat or serve other than to promote peace and security in accordance with the purposes and principles of the Charter of the United Nations;

Recognizing that, in the planning of a defense assistance program for Japan, economic stability will be an essential element for consideration in the development of its defense capacities, and that Japan can contribute only to the extent permitted by its general economic condition and capacities;

Taking into consideration the support that the Government of the United States of America has brought to these principles by enacting the Mutual Defense Assistance Act of 1949, as amended, [¶] and the Mutual Security Act of 1951, as amended, [¶] which provide for the furnishing of defense assistance by the United States of America in furtherance of the objectives referred to above; and

Desiring to set forth the conditions which will govern the furnishing of such assistance;

Have agreed as follows:

ARTICLE I

1. Each Government, consistently with the principle that economic stability is essential to international peace and security, will make available to the other and to such other governments as the two Governments signatory to the present Agreement may in each case agree upon, such equipment,

¹63 Stat. 714; 22 U.S.C. § 1571 *et seq.*

²65 Stat. 373; 22 U.S.C. § 1651 *et seq.*

materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them. The furnishing and use of any such assistance as may be authorized by either Government shall be consistent with the Charter of the United Nations. Such assistance as may be made available by the Government of the United States of America pursuant to the present Agreement will be furnished under those provisions, and subject to all of those terms, conditions and termination provisions of the Mutual Defense Assistance Act of 1949, the Mutual Security Act of 1951, acts amendatory and supplementary thereto, and appropriation acts thereunder which may affect the furnishing of such assistance.

2. Each Government will make effective use of assistance received pursuant to the present Agreement for the purposes of promoting peace and security in a manner that is satisfactory to both Governments, and neither Government, without the prior consent of the other, will devote such assistance to any other purpose.

3. Each Government will offer for return to the other, in accordance with terms, conditions and procedures mutually agreed upon, equipment or materials furnished under the present Agreement, except equipment and materials furnished on terms requiring reimbursement, and no longer required for the purposes for which it was originally made available.

4. In the interest of common security, each Government undertakes not to transfer to any person not an officer or agent of such Government, or to any other government, title to or possession of any equipment, materials, or services received pursuant to the present Agreement, without the prior consent of the Government which furnished such assistance.

ARTICLE II

In conformity with the principle of mutual aid, the Government of Japan agrees to facilitate the production and transfer to the Government of the United States of America for such period of time, in such quantities and upon such terms and conditions as may be agreed upon of raw and semi-processed materials required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Japan. Arrangements for such transfers shall give due regard to requirements for domestic use and commercial export as determined by the Government of Japan.

ARTICLE III

1. Each Government will take such security measures as may be agreed upon between the two Governments in order to prevent the disclosure or compromise of classified articles, services or information furnished by the other Government pursuant to the present Agreement.

2. Each Government will take appropriate measures consistent with security to keep the public informed of operations under the present Agreement.

ARTICLE IV

The two Governments will, upon the request of either of them, make appropriate arrangements providing for the methods and terms of the exchange of industrial property rights and technical information for defense which will expedite such exchange and at the same time protect private interests and maintain security safeguards.

ARTICLE V

The two Governments will consult for the purpose of establishing procedures whereby the Government of Japan will so deposit, segregate, or assure title to all funds allocated to or derived from any programs of assistance undertaken by the Government of the United States of America so 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 Japan is advised by the Government of the United States of America that any such legal process would interfere with the attainment of the objectives of the program of assistance.

ARTICLE VI

1. The Government of Japan will grant
 - a. Exemption from duties and internal taxation

upon importation or exportation to materials, supplies or equipment imported into or exported from its territory under the present Agreement or any similar agreement between the Government of the United States of America and the Government of any other country receiving assistance, except as otherwise agreed to; and

- b. Exemption from and refund of Japanese taxes, as enumerated in the attached Annex E, so far as they may affect expenditures of or financed by the Government of the United States of America effected in Japan for procurement of materials, supplies, equipment and services under the present Agreement or any similar agreement between the Government of the United States of America and the Government of any other country receiving assistance.

2. Exemption from duties and exemption from and refund of Japanese taxes as enumerated in the attached Annex E will apply, in addition, to any other expenditures of or financed by the Government of the United States of America for materials, supplies, equipment and services for mutual defense, including expenditures made in conformity with the Security Treaty between the United States of America and Japan or any foreign aid program of the Government of the United States of America under the Mutual Security Act of 1951, as amended, or any acts supplementary, amendatory or successory thereto.

ARTICLE VII

1. The Government of Japan agrees to receive personnel of the Government of the United States of America who will discharge in the territory of Japan the responsibilities of the latter Government regarding equipment, materials, and services furnished under the present Agreement, and who will be accorded facilities to observe the progress of the assistance furnished by the Government of the United States of America under the present Agreement. Such personnel who are nationals of the United States of America, including personnel temporarily assigned, will, in their relationships with the Government of Japan, operate as part of the Embassy of the United States of America under the direction and control of the Chief of the Diplomatic Mission, and will have the same privileges and immunities as are accorded to other personnel with corresponding rank in the Embassy of the United States of America.

2. 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 the present Agreement.

ARTICLE VIII

The Government of Japan, reaffirming its determination to join in promoting international understanding and good will, and maintaining world peace, to take such action as may be mutually agreed upon to eliminate causes of international tension, and to fulfill the military obligations which the Government of Japan has assumed under the Security Treaty between the United States of America and Japan, will make, consistent with the political and economic stability of Japan, the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world, take all reasonable measures which may be needed to develop its defense capacities, and take appropriate steps to ensure the effective utilization of any assistance provided by the Government of the United States of America.

ARTICLE IX

1. Nothing contained in the present Agreement shall be construed to alter or otherwise modify the Security Treaty between the United States of America and Japan or any arrangements concluded thereunder.

2. The present Agreement will be implemented by each Government in accordance with the constitutional provisions of the respective countries.

ARTICLE X

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

2. The terms of the present Agreement may be reviewed at the request of either of the two Governments or amended by agreement between them at any time.

ARTICLE XI

1. The present Agreement shall come into force on the date of receipt by the Government of the United States of America of a written notice from the Government of Japan of ratification of the Agreement by Japan.^[1]

2. The present Agreement will thereafter continue in force until one year after the date of receipt by either Government of a written notice of the intention of the other to terminate it, provided that the provisions of Article I, paragraphs 2, 3 and 4, and arrangements entered into under Article III, paragraph 1 and Article IV shall remain in force unless otherwise agreed by the two Governments.

3. The Annexes to the present Agreement shall form an integral part thereof.

4. The present Agreement shall be registered with the Secretariat of the United Nations.

^[1] May 1, 1954.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed the present Agreement.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this eighth day of March, one thousand nine hundred fifty-four.

For the United States of America:

JOHN M. ALLISON

For Japan:

KATSUO OKAZAKI

[SEAL]

[SEAL]

ANNEX A

In carrying out the present Agreement, the Government of the United States of America will give every consideration, to the extent that other factors will permit, to procurement in Japan of supplies and equipment to be made available to Japan, as well as to other countries, where feasible, and to providing information to and facilitating the training of technicians from Japan's defense-production industries. In this connection, representatives of the Government of Japan stated that the development of Japan's defense capacities will greatly be facilitated if the Government of the United States of America will give consideration to assisting in the financing of Japan's defense-production industries.

The two Governments recognize the advisability of establishing adequate liaison between them to facilitate procurement by the Government of the United States of America in Japan.

ANNEX B

The security measures which the Government of Japan agrees to take pursuant to Article III, paragraph 1 will be such as would guarantee the same degree of security and protection as provided in the United States of America, and no disclosure to any person not an officer or agent of the Government of Japan of classified articles, services or information accepted by Japan, will be made without the prior consent of the Government of the United States of America.

ANNEX C

The two Governments recognize the benefits to be derived from the principle of standardization, and agree to the advisability of taking feasible joint measures to achieve that degree of standardization, with respect to specifications and quality, which will promote the effective utilization and maintenance of any assistance furnished under the present Agreement.

ANNEX D

In the interest of common security, the Government of Japan will cooperate with the Governments of the United States of America and other peace-loving countries in taking measures to control trade with nations which threaten the maintenance of world peace.

ANNEX E

To effectuate Article VI, the Governments of the United States of America and Japan agree as follows:

1. The Japanese taxes referred to in Article VI, paragraph 1b and paragraph 2, are as follows:
 - a. Commodity tax;
 - b. Travelling tax;
 - c. Gasoline tax;
 - d. Electricity and gas tax.
2. With respect to any present or future taxes of Japan not specifically referred to in this Annex which might be found to be applicable to the expenditures covered by Article VI, the two Governments will agree upon procedures for granting exemption and refund.
3. Exemption from duties and exemption from and refund of Japanese taxes will be applied upon appropriate certification by the Government of the United States of America.
4. Materials, supplies and equipment imported into or procured by the Government of the United States of America in Japan exempt from duties and taxes under Article VI, shall not be disposed of in Japan except as such disposal may be authorized by the authorities of the United States of America and Japan in accordance with mutually agreed conditions.

5. Nothing in Article VI, or this Annex shall be construed to
 - a. Require exemption from import or export procedures provided for by the laws of Japan, or
 - b. Affect exemption from duties and internal taxation provided for by the laws of Japan in accordance with existing agreements and arrangements such as the Administrative Agreement under Article III of the Security Treaty between the United States of America and Japan.

ANNEX F

1. With respect to the facilities to be accorded by the Government of Japan to the personnel of the Government of the United States of America who, pursuant to Article VII of the present Agreement, will discharge in Japan responsibilities of the Government of the United States of America to observe the progress of assistance furnished in pursuance of the present Agreement, the two Governments agree that such facilities to be accorded shall be reasonable and not unduly burdensome upon the Government of Japan.

2. The two Governments agree that the number of such personnel to be accorded diplomatic privileges will be kept as low as possible.

3. It is understood between the two Governments that the status of such personnel of the nationality of the United States of America, considered part of the Diplomatic Mission of the Government of the United States of America, will be the same as the status of personnel of corresponding rank of the Embassy of the United States of America in Japan.

Such personnel will be divided into three categories:

a. Upon appropriate notification by the Government of the United States of America, full diplomatic status will be granted to the senior military member and the senior Army, Navy and Air Force officer assigned thereto, and to their respective immediate deputies.

b. The second category of personnel will enjoy privileges and immunities conferred by international custom to certain categories of personnel of the Embassy of the United States of America in Japan, such as the immunity from civil and criminal jurisdiction of Japan, immunity of official papers from search and seizure, right of free egress, exemption from customs duties or similar taxes or restrictions in respect of personally owned property imported into Japan by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by Japan upon salaries of such personnel. Privileges and courtesies incident to diplomatic status such as diplomatic automobile license plates, inclusion on the "Diplomatic List", and social courtesies may be waived by the Government of the United States of America for this category of personnel.

c. The third category of personnel will receive the same status as the clerical personnel of the Embassy of the United States of America in Japan.

ANNEX G

1. The two Governments agree to restrict to the minimum necessary the amount of expenses to be made available from time to time by the Government of Japan pursuant to Article VII.

2. The two Governments also agree that the Government of Japan may, in lieu of meeting the expenses referred to in the preceding paragraph, make available necessary and suitable real estate, equipment, supplies and services.

3. The two Governments agree 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.

4. The contributions by the Government of Japan will be made available in accordance with arrangements as may be agreed upon between the two Governments.

5. The two Governments further agree that, in consideration of the contributions in kind to be made available by the Government of Japan during the initial period from the date of coming into force of the present Agreement to March 31, 1955, the amount of cash contributions by the Government of Japan for such period shall not exceed Three Hundred Fifty-Seven Million Three Hundred Thousand Yen (¥357,300,000).

5

に従つて使用に供されるものとする。

両政府は、さらに、この協定の効力発生の日から千九百五十五年三月三十一日までの最初の期間において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が、その期間において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、三億五千七百三十万円（三五七、三〇〇、〇〇〇円）をこえないことに同意する。

附屬書 G

- 1　両政府は、日本国政府が第七条の規定に従つて隨時提供すべき経費の価額を必要の最少限に制限することに同意する。
- 2　両政府は、また、日本国政府が、1の規定に掲げる経費を提供する代りに、必要な且つ適当な不動産、備品、需品及び役務を使用に供することができることに同意する。
- 3　両政府は、日本の毎会計年度において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に同意する。
- 4　日本国政府による負担は、両政府の間で合意することがある取極

除で外国為替に関する現行法令を害しないもの、その職員の給料に対する日本の内国税の免除その他の特権及び免除）を享有するものとする。アメリカ合衆国政府は、第二の等級の職員については、外交官用自動車登録番号標、外交団名簿への記載、社交的儀礼その他の外交官たる地位に伴う特権及び儀礼を辞退することができる。

c 第三の等級の職員は、同大使館の書記と同等の地位を認められる。

する。

当該職員は、次の三等級に区分される。

a 同大使館に配属される最上位の将校並びに陸軍、海軍及び空軍各部の先任将校並びにこれらの者の次席者は、アメリカ合衆国政府の適当な通告があつたときは、完全な外交官たる地位を認められる。

b 第二の等級の職員は、国際慣習により同大使館の特定の等級の職員に認められている特権及び免除（日本国の民事及び刑事の裁判権からの除外、公文書の捜索及び押収の免除、任国を自由に離れる権利、その職員がその個人的使用及び消費のため日本国内に輸入する私有財産に対する関税若しくは類似の租税又は制限の免

附属書 F

1

両政府は、この協定によつて供与される援助の進ちよく状況を観察するアメリカ合衆国政府の責務を第七条に従つて日本国において遂行するアメリカ合衆国政府の職員に対して日本国政府が与えるべき便宜に關し、その便宜が合理的なものでなければならず、且つ、日本国政府に不当な負担となつてはならないことに同意する。

2

両政府は、前記の職員で外交特権を与えられるべきものの数をできるだけ少なくすることに同意する。

3

両政府は、アメリカ合衆国の国籍を有する前記の職員でアメリカ合衆国大使館の一部とみなされるものの地位が、在日本国アメリカ合衆国大使館に属する相当級の職員の地位と同一であることに同意

政協定その他の現行の協定及び取極に従つて日本國の法令で定める關稅及び内國稅の免除に影響を及ぼすものと解してはならない。

ものとする。

3 日本の租税の免除及び払いもどし並びに関税の免除は、アメリカ

合衆国政府の適当な証明がある場合に行われるものとする。

4 アメリカ合衆国政府が、第六条に基いて関税又は租税の免除を受けて、日本国に輸入し、又は日本国内で調達する資材、需品及び装備は、アメリカ合衆国及び日本国の当局が相互間で合意する条件に従つて認める場合を除く外、日本国内で処分してはならない。

5 第六条及びこの附属書は、

a 日本国の法令で定める輸入又は輸出の手続の免除を必要とするものと解してはならず、また、

b アメリカ合衆国と日本国との間の安全保障条約第三条に基く行

附属書 E

アメリカ合衆国政府及び日本国政府は、第六条の実施のため、次のとおり合意する。

1 第六条 1 b 及び 2 にいう日本の租税とは、次のものをいう。

a 物品税

b 通行税

c 撥発油税

d 電気ガス税

2 両政府は、この附属書に明示していない日本の現在の又は将来の租税で第六条に定める支出金について適用があると認められるものに関し、免除及び払いもどしを許与するための手続につき合意する

附属書 D

日本国政府は、共通の安全保障のため、世界平和の維持を脅かす国との貿易を統制する措置を執ることについて、アメリカ合衆国その他の平和愛好国の政府と協力するものとする。

附屬書 C

両政府は、標準化の原則から生ずる利益を認めて、型及び品質に関する協定に基いて供与される援助の効果的な使用及び維持を促進する程度の標準化を達成するため、実行可能な共同措置を執ることを望ましいことに同意した。

附屬書 B

日本国政府が第三条¹に従つて執ることに同意する秘密保持の措置においては、アメリカ合衆国において定められている秘密保護の等級と同等のものを確保するものとし、日本国が受領する秘密の物件、任務又は情報については、アメリカ合衆国政府の事前の同意を得ないで、日本国政府の職員又は委託を受けた者以外の者にその秘密を漏らしてはならない。

附属書A

アメリカ合衆国政府は、この協定の実施に当たり、日本国及び他の国の使用に供すべき需品及び装備を実行可能な場合には日本国内において調達することを、並びに日本国の防衛生産の諸工業に情報を提供し、及びその諸工業の技術者の訓練を促進することを、他の条件の許す範囲内で、できるだけ考慮するものとする。この点に関連して、日本国政府の代表者は、アメリカ合衆国政府が日本国の防衛生産の諸工業の資金調達を援助するよう考慮するならば、日本国の防衛能力の発展は著しく容易になるべきことを述べた。

両政府は、アメリカ合衆国による日本国内における調達を容易にするため、両政府の間に十分な連絡手段を設けることが望ましいことを認める。

千九百五十四年三月八日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国のために

John C. Conrad

日本国のために

岡崎勝男

- 2 この協定は、いずれか一方の政府が他方の政府からこの協定を終了させる意思の書面による通告を受領した日の後一年を経過するまで、引き続き効力を有する。但し、第一条2、3及び4の規定並びに第三条¹及び第四条に基いて締結される取極は、両政府が別段の合意をしない限り、なお引き続き効力を有する。
 - 3 この協定の附屬書は、この協定の不可分の一部とする。
 - 4 この協定は、国際連合事務局に登録するものとする。
- 以上の証拠として、署名のために正当に委任された両政府の代表者は、この協定に署名した。

するものとする。

第十条

1　両政府は、いずれか一方の政府の要請があつたときは、この協定の適用又はこの協定に従つて行われる活動若しくは措置に関するいかなる事項についても協議するものとする。

2　この協定の条項は、いつでも、いずれか一方の政府の要請があつたときは再検討することができ、また、両政府間の合意により改正することができる。

第十二条

1　この協定は、アメリカ合衆国政府が日本国政府から、日本国がこの協定を批准した旨の書面による通告を受領した日に効力を生ずる。

團でその人力、資源、施設及び一般的経済条件の許す限り自国の防衛力及び自由世界の防衛力の発展及び維持に寄与し、自国の防衛能力の増強に必要となることがあるすべての合理的な措置を執り、且つ、アメリカ合衆国政府が提供するすべての援助の効果的な利用を確保するための適当な措置を執るものとする。

第九条

- 1 この協定のいかなる規定も、アメリカ合衆国と日本国との間の安全保障条約又は同条約に基いて締結された取極をなんら改変するものと解してはならない。
- 2 この協定は、各政府がそれぞれ自国の憲法上の規定に従つて実施

られる。

2 日本国政府は、この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るものとする。

第八条

日本国政府は、国際の理解及び善意の増進並びに世界平和の維持に協同すること、国際緊張の原因を除去するため相互間で合意することがある措置を執ること並びに自國政府がアメリカ合衆国と日本国との間の安全保障条約に基いて負つてゐる軍事的義務を履行することの決意を再確認するとともに、自國の政治及び経済の安定と矛盾しない範

リカ合衆国政府の対外援助計画に適合して支出されるものを含む。

第七条

1

日本国政府は、アメリカ合衆国政府の職員で、この協定に基いて供与される装備、資材及び役務に関するアメリカ合衆国政府の責務を日本国の領域において遂行し、且つ、この協定に基いてアメリカ合衆国政府が供与する援助の進ちょく状況を観察する便宜を与えられるものを接受することに同意する。その職員（臨時に任用される職員を含む。）でアメリカ合衆国の国民であるものは、日本国政府に対する関係においては、アメリカ合衆国大使館の一部とみなされて大使館の長の指揮及び監督の下に行動するものとし、アメリカ合衆国大使館に属する相当級の他の職員と同一の特權及び免除を与え

2

政府と他の被援助国との間の同種の協定に基く資材、需品、装備及び役務の調達のための日本国におけるアメリカ合衆国政府の支出金又は同政府が融資する支出金に影響するときは、その租税の免除又はその払いもどし

関税の免除並びに附属書Eに掲げる日本の租税の免除及び払いもどしは、相互防衛のための資材、需品、装備及び役務に対するアメリカ合衆国政府の支出金又は同政府が融資する支出金で、1に定めるもの以外のものについても行われるものとする。これらの支出金は、アメリカ合衆国と日本国との間の安全保障条約に適合して支出されるもの及び改正後の千九百五十一年の相互安全保障法又はその後同法を補足し、修正し、若しくはこれに代るべき法律に基くアメ

いづれの人、法人その他の団体、その機関又は政府もその手続を行うことができないよう、その資金を積み立て、他の資金から分離し、又はその資金に対する権原を確保するための手続を設ける目的で協議するものとする。

第六条

- 1 日本国政府は、次のものを許与するものとする。
 - a この協定又はアメリカ合衆国政府と他の被援助国との間の同種の協定に基いて日本国の領域に輸入され、又はそこから輸出される資材、需品又は装備に対してその輸入又は輸出の際に課せられる関税及び内国税の免除（別段の合意がある場合を除く。）
 - b 附属書Eに掲げる日本の租税が、この協定又はアメリカ合衆国

秘密保持と矛盾しない適当な措置を執るものとする。

第四条

両政府は、いずれか一方の政府の要請があつたときは、防衛のための工業所有権及び技術上の知識の交換の方法及び条件を規定する適当な取極であつて、その交換を促進するとともに、私人の利益を保護し及び秘密の保持を図るものを作成するものとする。

第五条

両政府は、アメリカ合衆国政府が実施する援助計画に割り当てられ、又は同計画から生ずるすべての資金について、差押その他の法律上の執行の手続を執ることが援助計画の目的の達成を妨げる虞がある旨をアメリカ合衆国政府から日本国政府に通告したときは、日本国政府が、

源において不足し、又は不足する虞がある結果必要とする原材料又は半加工品で日本国内で入手することができるものを、合意される期間、数量及び条件に従つて、生産し、及びアメリカ合衆国政府に譲渡することを容易にすることに同意する。その譲渡に関する取極に当つては、日本国政府が決定する国内使用及び商業輸出の必要量について十分な考慮を払わなければならぬ。

第三条

- 1 各政府は、この協定に従つて他方の政府が供与する秘密の物件、役務又は情報についてその秘密の漏せつ又はその危険を防止するため、両政府の間で合意する秘密保持の措置を執るものとする。
- 2 各政府は、この協定に基く活動について公衆に周知させるため、

の援助を他の目的のため転用してはならない。

3 各政府は、相互間で合意する条件及び手続に従い、他方の政府に対し、この協定に基いて供与される装備又は資材（有償で供与される装備及び資材を除く。）で使用に供される当初の用途のために必要でなくなつたものの返還を申し出るものとする。

4 各政府は、共通の安全保障のため、この協定に従つて受ける装備、資材又は役務の所有権又は占有権を、これらの援助を供与する政府の事前の同意を得ないで、自国政府の職員若しくは委託を受けた者以外の者又は他の政府に移転しないことを約束する。

第二条

日本国政府は、相互援助の原則に従い、アメリカ合衆国が自国の資

2

を、両署名政府の間で行うべき細目取極に従つて、使用に供するものとする。いずれか一方の政府が承認することがあるいかなる援助の供与及び使用も、国際連合憲章と矛盾するものであつてはならぬ。アメリカ合衆国政府がこの協定に従つて使用に供する援助は、千九百四十九年の相互防衛援助法、千九百五十一年の相互安全保障法、この二法律を修正し又は補足する法律及びこれらの法律に基く歳出予算法の当該援助に関する規定並びに当該援助の条件及び終了に関する規定に従つて供与するものとする。

各政府は、この協定に従つて受ける援助を両政府が満足するような方法で平和及び安全保障を促進するため効果的に使用するものとし、いづれの一方の政府も、他方の政府の事前の同意を得ないでそ

アメリカ合衆国政府が、前記の目的とするところを達成するためアメリカ合衆国による防衛援助の供与を規定する改正後の千九百四十九年の相互防衛援助法及び改正後の千九百五十一年の相互安全保障法を制定したことによりこれらの原則を支持したことを考慮し、
その援助の供与を規律する条件を定めることを希望して、
次のとおり協定した。

第一条

1 各政府は、経済の安定が国際の平和及び安全保障に欠くことがで
きないという原則と矛盾しない限り、他方の政府に対し、及びこの
協定の両署名政府が各場合に合意するその他の政府に対し、援助を
供与する政府が承認することがある装備、資材、役務その他の援助

リカ合衆国と日本国との間の安全保障条約の前文において、日本国が、攻撃的な脅威となり又は国際連合憲章の目的及び原則に従つて平和及び安全保障を増進すること以外に用いられるべき軍備をもつことを常に避けつつ、直接及び間接の侵略に対する自国の防衛のため漸増的に自ら責任を負うことを、アメリカ合衆国が期待して、平和及び安全保障のために暫定措置として若干の自国軍隊を日本国内及びその附近に維持するとある趣旨を想起し、

日本国そのための防衛援助計画の策定に当つては経済の安定が日本国 の防衛能力の発展のために欠くことができない要素であり、また、日本国 の寄与がその経済の一般的な条件及び能力の許す範囲においてのみ行うことができるることを承認し、

アメリカ合衆国と日本国との間の相互防衛援助協定

アメリカ合衆国政府及び日本国政府は、

国際連合憲章の体制内において、同憲章の目的及び原則を信奉する諸国がその目的及び原則を支持して個別的及び集団的自衛のための効果ある方策を推進する能力を高めるべき自発的措置によつて、国際の平和及び安全保障を育成することを希望し、

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に述べられている日本国が主権国として国際連合憲章第五十一条に掲げる個別的又は集団的自衛の固有の権利を有するとの確信を再確認し、

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アメ

TIAS 2958
Mar. 8, 1954

MUTUAL DEFENSE ASSISTANCE

Arrangements for Return of Equipment

**Agreement between the
UNITED STATES OF AMERICA
and JAPAN**

- Signed at Tokyo March 8, 1954
- Entered into force May 1, 1954

ARRANGEMENTS FOR RETURN OF EQUIPMENT UNDER ARTICLE I
OF THE MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND JAPAN

The Government of the United States of America and the Government of Japan agree to the following arrangements under the Mutual Defense Assistance Agreement between the two countries signed today,^[1] respecting the disposition of equipment and materials furnished by the Government of the United States of America under the said Agreement, and no longer required for the purposes for which originally made available:

1. The Government of Japan will report to the Government of the United States of America, through the Military Assistance Advisory Group, such equipment and materials furnished under end item programs as are no longer required in the furtherance of the Mutual Defense Assistance Agreement between the United States of America and Japan. The Military Assistance Advisory Group shall not be precluded from drawing to the attention of the authorities of the Government of Japan any equipment or materials which the Military Assistance Advisory Group considers to be within paragraph 3 of Article I of the said Agreement and when so notified the Government of Japan will enter into consultation with the Government of the United States of America concerning the return to the Government of the United States of America of such equipment and materials in accordance with procedures set forth in the

¹ Treaties and Other International Acts Series 2957; *ante*, p. 661.

following paragraphs.

2. The Government of the United States of America may accept title to such equipment and materials for transfer to a third country or for such other disposition as may be made by the Government of the United States of America.

3. When title is accepted by the Government of the United States of America, such equipment and materials will be delivered free alongside ship at a Japanese port in case ocean shipment is required, or free on board inland carrier at a shipping point in Japan designated by the Military Assistance Advisory Group in the event ocean shipping is not required, or, in the case of flight-deliverable aircraft, at such airfield in Japan as may be designated by the Military Assistance Advisory Group.

4. Such equipment and materials reported no longer required by the Government of Japan and not accepted by the Government of the United States of America for redistribution or return will be disposed of as may be agreed between the Governments of the United States of America and Japan.

5. Any salvage or scrap from equipment and materials furnished under the Mutual Defense Assistance Agreement shall be reported to the Government of the United States of America in accordance with paragraph 1 and shall be disposed of in accordance with paragraphs 2, 3 and 4 of the present Arrangements. Salvage or scrap which is not accepted by the Government of the United States of America will be used

to support the defense effort of Japan or of other countries
to which military assistance is being furnished by the
Government of the United States of America.

IN WITNESS WHEREOF the representatives of the two
Governments, duly authorized for the purpose, have signed
the present Arrangements.

DONE in duplicate, in the English and Japanese languages,
both equally authentic, at Tokyo, this eighth day of March,
one thousand nine hundred fifty-four. [!]

For the Government of the
United States of America:

JOHN M. ALLISON

For the Government of Japan:

KATSUO OKAZAKI

[SEAL]

[SEAL]

¹The Mutual Defense Assistance Agreement entered into force May 1, 1954.

アメリカ合衆国政府のために

日本国政府のために

John M. Allin

岡崎勝男

の防衛努力を支持するために使用するものとする。

以上の証拠として、署名のために委任された両政府の代表者は、この協定に署名した。

千九百五十四年三月八日に東京で、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。

は自力飛行によつて引き渡すことができる航空機であるときは同顧問団が指定する日本国内の飛行場において、引き渡される。

4 必要でなくなつたことを日本国政府が通報した装備及び資材で、アメリカ合衆国政府が再配分し又は返還を受けるためその取得を承諾しないものは、アメリカ合衆国政府と日本国政府との間で合意するところに従つて処分するものとする。

5 相互防衛援助協定に基いて供与される装備及び資材の廃品又はくずについては、アメリカ合衆国政府に対しこの取極の1に従つて通報し、且つ、2、3及び4に従つて処分しなければならない。アメリカ合衆国政府が取得を承諾しない廃品又はくずは、日本国の防衛努力又はアメリカ合衆国政府が軍事援助を供与しているその他の国

装備又は資材について日本国政府の当局の注意を喚起することを妨げるものではなく、日本国政府は、その通知を受けたときは、当該装備及び資材を2以下の規定に定める手続に従つてアメリカ合衆国政府に返還することに關し、アメリカ合衆国政府と協議を開始するものとする。

2 アメリカ合衆国政府は、第三国への移転のため、又はアメリカ合衆国政府が行うことがあるその他の処分のため、前記の装備及び資材に対する権原の取得を承諾することができる。

3 アメリカ合衆国政府が権原の取得を承諾した装備及び資材は、国外向け船積を必要とするときは日本国のはれかの港において船側渡しにより、国外向け船積を必要としないときは軍事援助顧問団が指定する日本国内の積荷地点において内国運送積込渡しにより、又

アメリカ合衆国と日本国との間の相互防衛援助協定第一条に基く装備の返還に関する取極

アメリカ合衆国政府及び日本国政府は、本日署名された両国間の相互防衛援助協定に基いてアメリカ合衆国政府が供与する装備及び資材で使用に供される当初の用途のために必要でなくなるものの処分に關し、同協定に基き次の取極を合意する。

1 日本国政府の当局は、完成品計画に基いて供与される装備及び資材で、アメリカ合衆国と日本国との間の相互防衛援助協定の目的の達成のため必要でなくなつたものについて、アメリカ合衆国政府に同国の軍事援助顧問団を通じて通報するものとする。もつとも、軍事援助顧問団が、前記の協定の第一条3の規定に該当すると認める

**PURCHASE BY JAPAN OF UNITED STATES
SURPLUS AGRICULTURAL COMMODITIES**

TIAS 2959
Mar. 8, 1954

**Interim Agreement between the
UNITED STATES OF AMERICA
and JAPAN**

- Effectuated by Exchange of Notes
Signed at Tokyo March 8, 1954
- Entered into force March 8, 1954

日本國駐在アメリカ合衆国特命全權大使 ジョン・M・アリソン閣下

日本国外務大臣

岡崎勝男

定が効力を生ずる前にその第四条に基くドル支出を要求することはありません。

更に、もし前記の協定が効力を生じない場合には、前記の暫定的措置による購入は、通常の商業上の手続によつて行われたものとみなされます。

貴国政府が前記のこととに同意されるとときは、閣下がその旨を書簡で確認されれば幸であります。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

*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、本日署名された農産物の購入に関する日本国とアメリカ合衆国との間の協定に言及する光栄を有します。同協定はその中で、日本国がその国内法上の手続に従つて同協定を承認したことを通知する日本国政府の公文をアメリカ合衆国政府が受領した日にその効力を生ずることを定めています。

日本国政府は、前記の協定に基く農産物の購入及び販売のための取引ができるだけすみやかに行うことが望ましいことにかんがみ、同協定が効力を生ずるまでの間、その権限の範囲内で同協定の目的とするところを実施するための暫定的措置を執ります。従つて、日本国政府は、同協定が効力を生ずるまでの間、前記の農産物の購入を、同協定に予見されている手続に従つて行います。但し、日本国政府は、同協

Translation

TOKYO, March 8, 1954

MR. AMBASSADOR,

[For the English translation of the note, see below.]

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

KATSUO OKAZAKI
*Minister for Foreign Affairs
of Japan*

His Excellency

Mr. JOHN M. ALLISON

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

*The American Ambassador to the Japanese Minister for
Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY, TOKYO

March 8, 1954

No. 1329

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of March 8, 1954, which reads as follows:

"I have the honor to refer to the Agreement between Japan and the United States of America regarding the Purchase of Agricultural Commodities signed today, [¹] which provides, *inter alia*, that the Agreement shall enter into force on the date of receipt by the Government of the United States of America of a note from the Government of Japan [²] stating that Japan has approved the Agreement in accordance with its legal procedures.

"In view of the desirability of entering into transactions for the purchase and sale of agricultural commodities under this Agreement as soon as possible, the Government of Japan, pending the entry into force of the Agreement, will take such interim measures as are within

^¹ Treaties and Other International Acts Series 2960, *post* p. 723.

^² May 1, 1954.

its power to implement the purposes of the said Agreement. Accordingly, pending the entry into force of the Agreement, the Government of Japan will proceed with the purchase of the said commodities in accordance with the procedures as envisaged in the said Agreement. However, the request by the Government of Japan for the dollar disbursements under Article IV of the Agreement will not be made prior to the entry into force of the Agreement.

"It is added that should the Agreement fail to enter into force, the purchases made under the above interim measures shall be considered to have been made under normal commercial procedures.

"If the above meets with the approval of your Government, Your Excellency's note of approval confirming the above will be appreciated."

I am pleased to confirm, on behalf of the Government of the United States of America, that the contents of Your Excellency's Note under reference meets with the approval of my Government.

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

[SEAL] JOHN M. ALLISON

His Excellency

KATSUO OKAZAKI

Minister for Foreign Affairs of Japan

**PURCHASE BY JAPAN OF UNITED STATES
SURPLUS AGRICULTURAL COMMODITIES**

TIAS 2960
Mar. 8, 1954

**Agreement and Official Minutes
between the UNITED STATES OF AMERICA
and JAPAN**

- Signed at Tokyo March 8, 1954
- Entered into force May 1, 1954

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND JAPAN REGARDING THE PURCHASE OF AGRICUL-
TURAL COMMODITIES**

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

Considering the mutual benefits to be derived from the sale by the United States of America and the purchase by Japan of United States surplus agricultural commodities under the provisions of Section 550 of the Mutual Security Act of 1951, as amended; [¹] and

Desiring to set forth the necessary arrangements therefor;

Have agreed as follows:

ARTICLE I

The two Governments will endeavor to enter into transactions pursuant to Section 550 of the Mutual Security Act of 1951, as amended, aggregating Fifty Million United States Dollars (\$50,000,000) during the current United States fiscal year ending June 30, 1954.

ARTICLE II

The particular commodities to be purchased and the terms of particular transactions shall be agreed upon between the two Governments from time to time in accordance with procedures established for the Government of the United States of America by the Foreign Operations Administration.

ARTICLE III

It is understood that the procurement and utilization of the commodities which may be obtained pursuant to this agreement will not cause displacement of or substitution for usual marketings of the United States of America or of other friendly countries.

ARTICLE IV

The Government of the United States of America shall disburse the United States dollars required for the purchases referred to in Article II, and the Government of Japan shall, upon notification of such dollar disbursements, deposit the yen equivalent in a special

¹ 67 Stat. 159.

account of the Government of the United States of America to be established in the Bank of Japan.

ARTICLE V

The rate of exchange of United States dollars to yen to be deposited shall be the official par value established by the Government of Japan with respect to United States dollars prevailing at the time of the receipt of each notification referred to in Article IV, provided there are no multiple official basic rates of exchange.

ARTICLE VI

Detailed arrangements necessary for the operation of this Agreement shall be agreed upon between the two Governments.

ARTICLE VII

This Agreement shall enter into force on the date of receipt by the Government of the United States of America of a note from the Government of Japan [¹] stating that Japan has approved the Agreement in accordance with its legal procedures.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this eighth day of March, one thousand nine hundred fifty-four.

For the United States of America:

JOHN M. ALLISON

For Japan:

KATSUO OKAZAKI

[SEAL]

[SEAL]

¹ May 1, 1954.

**AGREED OFFICIAL MINUTES WITH RESPECT TO THE
AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JAPAN REGARDING THE PURCHASE OF AGRICULTURAL COMMODITIES**

It is understood that the words "basic rates" in the phrase "provided there are no multiple official basic rates of exchange" in Article V are employed to distinguish such a rate from the ordinary rates utilized in the buying and selling of exchange.

Ambassador Extraordinary and Minister for Foreign Affairs of Plenipotentiary of the United States of America to Japan:

States of America to Japan:

JOHN M. ALLISON

KATSUO OKAZAKI

TOKYO, *March 8, 1954*

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



岡崎勝男

農産物の購入に関するアメリカ合衆国と日本国との間の協定に
関する合意された公式議事録

第五条における「公定の複数基準為替相場が設けられない限り」と
いう語句中「基準相場」の語は、当該相場を、為替の通常の売買相場
と区別するために用いられるものであることが了解される。

千九百五十四年三月八日に東京で

日本国のために

アメリカ合衆国のために

岡
崎
勝
男

John P. Gilligan

第七条

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ことを見知する日本国政府の公文を、アメリカ合衆国政府が受領した日に効力を生ずる。

以上の証拠として、署名のために正当に委任された両政府の代表者は、この協定に署名した。

千九百五十四年三月八日に東京で、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。

国ドルを支出するものとし、日本国政府は、その合衆国ドルの支出の通告があつたときは、日本銀行に設けられるアメリカ合衆国政府の特別勘定に日本円による等価額を積み立てるものとする。

第五条

積み立てられる日本円に対する合衆国ドルの為替相場は、公定の複数基準為替相場が設けられない限り、合衆国ドルに関して日本国政府が定める公定平価で、第四条に定める通告を受領した時に実施されるるものでなければならない。

第六条

この協定の実施のため必要な細目取極は、両政府の間で合意されるものとする。

取引を行うよう努力する。

第二条

購入される個々の品目及び個々の取引の条件は、アメリカ合衆国政府のために対外活動庁が定める手続に従つて、隨時両政府の間で合意されるものとする。

第三条

この協定に従つて取得されるべき商品の購入及び利用は、アメリカ合衆国又は他の友好国の通常の市場取引を排除し、又はこれに代替してはならないものと了解される。

第四条

アメリカ合衆国政府は、第二条にいう個々の購入のため必要な合衆

農産物の購入に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国政府及び日本国政府は、

アメリカ合衆国による改正後の千九百五十一年の相互安全保障法第五百五十条の規定に基く同国の余剰農産物の販売及び日本国によるその購入から生ずる相互の利益を考慮し、

そのために必要な取極を行うことを希望して、

次のとおり協定した。

第一条

両政府は、改正後の千九百五十一年の相互安全保障法第五百五十条に従つて、千九百五十四年六月三十日に終るアメリカ合衆国の現会計年度において総額五千万合衆国ドル（五〇，〇〇〇，〇〇〇ドル）の

TIAS 2961
May 2 and FOREIGN SERVICE PERSONNEL
July 22, 1949

Free Entry Privileges

Agreement between the UNITED STATES OF AMERICA and LIBERIA

- Effectuated by Exchange of Notes
Signed at Washington May 2 and
July 22, 1949
- Entered into force July 22, 1949

May, 2, 1949
July 22, 1949

The Liberian Minister to the Secretary of State

LEGATION OF THE REPUBLIC OF LIBERIA
WASHINGTON, D. C.

MAY 2, 1949

166/LD

MR. SECRETARY:

I have been instructed by my Government to inform you that the American Minister in Monrovia, in desiring a clarification of the privileges of officials and employees in the diplomatic and consular services of the two governments, including the United States Public Health Mission in Liberia, with regard to the importation of articles for their personal use, has requested permission for the eligible officials and employees of both the American Legation and the United States Public Health Mission in Liberia to purchase locally from the U. S. Navy store as a matter of convenience; and that the permission has been granted by the Liberian Government with the understanding that similar courtesies will be extended to similar eligible officials and employees of the Liberian diplomatic and consular services in the United States of America.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

C. D. B. KING
C. D. B. King
Minister

The Honorable
The Secretary of State
Washington, D. C.

The Secretary of State to the Liberian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jul 22 1949

EXCELLENCY:

I have the honor to refer to your note No. 166/LD of May 2, 1949, informing the Department that the Government of Liberia has granted permission for United States diplomatic and consular officers and employees in Liberia, including the United States Public Health Mission there, to purchase from the United States Navy store on the understanding that similar courtesies of free importation will be

extended to officials and employees of the Liberian diplomatic and consular services in the United States.

As you are aware, full importation privileges are granted to you and the other Liberian diplomatic officers in Washington.

In accordance with Articles I and IV of the Consular Convention between the United States and Liberia, signed on October 7, 1938,¹ this Government extends to the career consular officers of Liberia the duty and tax free entry of articles imported for their personal or official use.

On a basis of reciprocity this Government will in the future extend free importation privileges to the employees of the Embassy and Consulates who are nationals of Liberia and not engaged in any other occupation for gain in the United States. Accordingly, upon the receipt of requests from the Embassy in the usual manner, arrangements will be made for the duty free entry of articles imported by Liberian employees of the Embassy and Consulates as indicated above.

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

For the Secretary of State:

G. C. McGHEE

His Excellency

CHARLES D. B. KING,
Ambassador of Liberia.

¹ Treaty Series 957; 54 Stat., pt. 2, p. 1751.

ARMY MISSION TO CUBA

**TIAS 2962
June 2, Sept.
21, and Oct. 13,
1953**

Agreement between the UNITED STATES OF AMERICA and CUBA

Extending Agreement of August 28, 1951

- Effectuated by Exchange of Notes
Signed at Washington June 2,
September 21, and October 13, 1953
- Entered into force October 13, 1953;
operative retroactively August 28, 1953

The Cuban Chargé d'Affaires ad interim to the Secretary of State

EMBAJADA DE CUBA
WASHINGTON, D. C.

2 DE JUNIO DE 1953.

EXCELENCIA:

De acuerdo con instrucciones recibidas al respecto del Gobierno de Cuba, tengo el honor de manifestar a Vuestra Excelencia, que mi Gobierno desea hacer uso de la cláusula contenida en el Artículo III del Arreglo entre los Gobiernos de la República de Cuba y de los Estados Unidos de América, sobre prestación de servicios de una Misión del Ejército de los Estados Unidos en la República de Cuba, suscrito en Washington el día 28 de agosto de 1951.

Dicho Artículo III establece lo siguiente:

"Si el Gobierno de la República de Cuba desea que los servicios de la Misión se prorroguen más allá del período estipulado, hará una propuesta por escrito a tal efecto seis meses antes de la expiración de este Arreglo".

En consecuencia, me permito hacer llegar a Vuestra Excelencia y por su digno conducto a los organismos pertinentes, la expresión del deseo del Gobierno de Cuba de que en aplicación de la cláusula contenida en el Artículo III del mencionado Arreglo, los servicios de la Misión del Ejército de los Estados Unidos en Cuba sean extendidos por un año más a partir de la fecha del vencimiento de dicho Arreglo.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración,

E PATTERTON

Al Excelentísimo Señor JOHN FOSTER DULLES,
Secretario de Estado de los Estados Unidos de América,
Washington, D. C.

245

Translation

EMBASSY OF CUBA
WASHINGTON, D. C.

JUNE 2, 1953.

EXCELLENCY:

In accordance with instructions received from the Government of Cuba, I have the honor to inform Your Excellency that my Government wishes to make use of the provision contained in Article III of

the agreement between the Governments of the Republic of Cuba and the United States of America regarding the services of a United States Army Mission in the Republic of Cuba, signed in Washington on August 28, 1951.^[1]

The said Article III provides as follows:

"If the Government of the Republic of Cuba desires that the services of the Mission be extended beyond the period stipulated, it shall make a written proposal to that effect six months before the expiration of this Agreement."

Consequently, I am conveying to Your Excellency, and through you to the appropriate agencies, the desire of the Government of Cuba that, in application of the provision contained in Article III of the aforementioned agreement, the services of the United States Army Mission in Cuba be extended for another year from the date of expiration of the agreement.

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

E PATTERSON

His Excellency

JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D. C.

245

The Cuban Ambassador to the Secretary of State

EMBAJADA DE CUBA
WASHINGTON, D. C.

21 DE SEPTIEMBRE DE 1953.

EXCELENCIA:

En relación con mi nota número 245 fechada en 2 de junio último rogándole a Vuestra Excelencia hiciera por su digno conducto a los organismos pertinentes la expresión del deseo del Gobierno de Cuba de que se prorrogasen los servicios de la Misión del Ejército de los Estados Unidos en Cuba, cúmpleme significarle de conformidad con instrucciones recibidas que mi Gobierno no tiene inconveniente en que los referidos servicios de dicha Misión Militar fuesen extendidos por dos años más en vez de uno que fueron solicitados anteriormente en la nota a que hago mención.

¹ Treaties and Other International Acts Series 2309; 2 UST 1677.

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

A. F. CONCHESO

Al Excelentísimo señor JOHN FOSTER DULLES
Secretario de Estado de los Estados Unidos de América.
Washington, D. C.

390

Translation

EMBASSY OF CUBA
 WASHINGTON, D. C.

SEPTEMBER 21, 1953.

EXCELLENCY:

With reference to my note No. 245, dated June 2, 1953, requesting that through Your Excellency's high intermediary the pertinent agencies be informed of the desire of the Government of Cuba to extend the services of the United States Army Mission in Cuba, I respectfully inform you, in conformity with instructions received, that my Government has no objection to the extension of the services of the said Military Mission for two more years instead of one as requested previously in the note to which I refer.

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

A. F. CONCHESO

His Excellency

JOHN FOSTER DULLES,
Secretary of State of the
United States of America,
Washington, D. C.

390

The Secretary of State to the Cuban Ambassador

DEPARTMENT OF STATE

WASHINGTON

October 13 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 245 of June 2, 1953 in which it is requested that the Army Mission Agreement with Your Excellency's Government, signed at Washington on August 28, 1951 be extended for one year. I also refer to Your Excellency's

note No. 390 of September 21, 1953 which modifies the request contained in note No. 245 to provide for a two year extension of the Army Mission Agreement instead of the one year extension previously requested.

I wish to inform Your Excellency that the Government of the United States of America is agreeable to a two year extension of the Army Mission Agreement between our two Governments effective August 28, 1953.

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

For the Secretary of State:

JOHN M. CABOT

His Excellency

Senor Dr. AURELIO F. CONCHESO,
Ambassador of Cuba.

TIAS 2963
Apr. 6, 1954

DEFENSE

Reduction in Expenditures for Maintenance of United States Armed Forces in Japan

Agreement between the UNITED STATES OF AMERICA and JAPAN

- Effectuated by Exchange of Notes
Signed at Tokyo April 6, 1954
- Entered into force April 6, 1954

昭和二十九年四月六日

外務大臣

日本国駐在アメリカ合衆国特命全権大使

ジョン・M・アリソン 閣下

岡
崎
勝
男

たします。また、日本国の分担金額は、日本国とアメリカ合衆国との間の協議及び相互間の合意に基く場合を除く外、将来更に変更されることはないと了解いたします。

アメリカ合衆国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、前記の年額一億五千五百万ドルの額を軽減するための日本国政府とアメリカ合衆国政府との間の取極を構成するものと認め、且つ、その効力は、閣下の返簡の日付の日に生ずるものといたします。

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つて敬意を表します。

責任を負うことあるべきに応じ、アメリカ合衆国は、そのような防衛のための経費が増加するといふことにかんがみ、日本国にある合衆国軍隊の維持のための第二十五条2(b)に定める経費の減額について日本国が行う要請に対して考慮を払う旨が記録されています。

本大臣は、ここに、昭和二十九年四月三日に国会を通過した本会計年度における防衛力増強のための予算割当及び予定経費の計画が立証するとおり日本国が漸増的に自国の防衛のため責任を負いつつあることを閣下に通報し、従つて、アメリカ合衆国が日本国の本会計年度につき第二十五条2(b)に定める経費から七百万ドルに相当する額の日本国通貨を減額することに同意されるよう提案いたしました。この減額は、前記の計画が実施に移されることを条件として行われるものと了解い

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたしました。本大臣は、日本国とアメリカ合衆国との間の安全保障条約第三条に基く行政協定第二十五条に言及する光榮を有します。第二十五条は、その 2(b) の中で、日本国が、定期的再検討の結果締結される新たな取極の効力発生の日までの間、合衆国が輸送その他の必要な役務及び需品を日本国で調達するのに当てるため、年額一億五千五百万ドルに相当する額の日本国通貨を合衆国に負担をかけないでその使用に供すべきことを規定しています。

本大臣は、更に、第二十五条に関する公式議事録に言及する光榮を有します。この公式議事録には、日本国とアメリカ合衆国との間の安全保障条約に示されているように日本国が漸増的に自国の防衛のため

Translation

APRIL 6, 1954

MR. AMBASSADOR,

[For the English translation of the note, see below.]

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

KATSUO OKAZAKI
Minister for Foreign Affairs

His Excellency

JOHN M. ALLISON,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America*

*The American Ambassador to the Japanese Minister for Foreign
Affairs*THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 1463

AMERICAN EMBASSY,
*Tokyo, April 6, 1954.***EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's Note dated April 6, 1954, which reads in the English translation thereof as follows:

"I have the honour to refer to Article XXV of the Administrative Agreement under Article III of the Security Treaty between Japan and the United States of America.^[1] Article XXV provides, *inter alia*, in paragraph 2 (b) that Japan will make available without cost to the United States, until the effective date of any new arrangement reached as a result of periodic reexamination, an amount of Japanese currency equivalent to \$155 million per annum for the purpose of procurement by the United States of transportation and other requisite services and supplies in Japan.

"I have further the honour to refer to the official minutes in respect to Article XXV, in which it is recorded that as Japan may increasingly assume responsibility for its own defense as is indicated in the Security Treaty between Japan and the United States of America, ^[2] the United States of America will give consideration,

¹ Treaties and Other International Acts Series 2492; 3 UST, pt. 3, p. 3360.² TIAS 2491; 3 UST, pt. 3, p. 3329.

in the light of increased expenses required for such defense, to a request by Japan for a reduction in expenditures as provided in paragraph 2 (b) of Article XXV for maintenance of United States armed forces in Japan.

"I now wish to inform Your Excellency that Japan is increasingly assuming responsibility for its own defense as is evidenced by a program of budgetary allocations and planned expenditures passed by the Diet on April 3, 1954 for the purpose of increasing defense strength in the current fiscal year and accordingly propose that the United States of America agree to a reduction in expenditures as provided in paragraph 2 (b) of Article XXV by an amount of Japanese currency equivalent to \$7,000,000 for the Japanese current fiscal year. It is understood that such reduction will be made provided the program referred to above is put into effect. It is also understood that no further change in the amount of the Japanese contribution will be made in the future except as the result of negotiation and mutual agreement between Japan and the United States of America.

"If the proposal made herein is acceptable to the Government of the United States of America, this Note and Your Excellency's reply indicating such acceptance shall be considered as constituting an arrangement, effective on the date of Your Excellency's note in reply, between the Government of Japan and the Government of the United States of America reducing the figure of \$155 million per annum as provided above."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the above proposal of the Government of Japan and to confirm that your Note and this reply are considered as constituting an arrangement between the two Governments effective on this date, reducing the figure of \$155 million per annum as provided above.

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

[SEAL] JOHN M. ALLISON

His Excellency

KATSUO OKAZAKI,

*Minister for Foreign Affairs,
Tokyo.*

**UTILIZATION OF DEFENSE INSTALLATIONS
WITHIN EMPIRE OF ETHIOPIA**

TIAS 2964
May 22, 1953

**Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA**

- Signed at Washington May 22, 1953
- Entered into force May 22, 1953

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT CONCERNING THE UTILIZATION OF DEFENSE INSTALLATIONS WITHIN THE EMPIRE OF ETHIOPIA

The Government of the United States of America and the Imperial Ethiopian Government,

Taking into account the close, friendly relations existing between the two Governments and the presence in the Empire of Ethiopia of certain United States installations;

Desiring to contribute to the maintenance of international peace and security in accordance with the principles of the Charter of the United Nations; [1]

Being of the opinion that the development of certain installations and facilities within the Empire of Ethiopia would promote this objective;

Agree as follows:

ARTICLE I

The Imperial Ethiopian Government grants to the Government of the United States the right to continued occupancy and use, in accordance with the terms and conditions specified in this Agreement, of those military facilities and installations presently maintained by the Government of the United States within the Empire of Ethiopia. Both Governments agree upon the request of either, promptly to negotiate for the transformation, extension or elimination of any existing military facilities and installations, and for the occupancy and use of such additional military facilities and installations within the Empire of Ethiopia as may in the future be deemed essential, and to conclude any agreements so reached by exchanges of notes. All rights, powers and authority granted to the Government of the United States under this Agreement shall apply with respect to such additional military facilities and installations. All military facilities and installations covered by this Article are hereinafter referred to as the "Installations", and the Empire of Ethiopia is hereinafter referred to as "Ethiopia".

¹ Treaty Series 993; 59 Stat. 1031.

ARTICLE II

The Imperial Ethiopian Government grants to the Government of the United States such rights, powers and authority within the Installations as are necessary for the establishment, control, use and operation of the Installations for military purposes. Such rights shall not include the right, power or authority to transfer or assign the Installations in whole or in part to, or to place them in whole or in part at the disposition of, any third state, government or military force.

ARTICLE III

The rights, powers and authority granted to the Government of the United States by virtue of the provisions of Articles I and II of the present Agreement shall include, *inter alia*, the right, power and authority, without contribution in personnel or funds by the Imperial Ethiopian Government except in regard to the acquisition of land and other arrangements as provided in paragraph 1 of Article VII, to:

- a. Improve and generally fit the Installations for military uses.
- b. Construct, install, improve and maintain personnel housing, warehouses, shops, taxiways, runways, navigational aids, parking aprons, storage and distribution facilities for gasoline and other petroleum supplies, and any type of building, structure, facility or improvement deemed necessary by the Government of the United States.
- c. Establish, maintain and operate communications facilities and meteorological and navigational aids, including radio and radar transmitting and receiving equipment, submarine and subterranean cables and such other electronic devices as may be required for the Government of the United States.
- d. Provide for internal security of the Installations.
- e. Install, store and employ within the Installations such weapons, devices, substances or ammunition as are deemed necessary by the Government of the United States to fulfill the purposes of this Agreement.

ARTICLE IV

1. For the support of United States operations under this Agreement and for the control of the Installations, the Imperial Ethiopian Government grants to the United States forces the right, subject to the provisions of Article XIV, of free and unrestricted access to, movement through and egress from Ethiopia, including inland and territorial waters and air spaces adjacent to or in the vicinity of the Installations. This right shall include the right of free and unrestricted access to and egress from the Installations, and ships in the

service of the Government of the United States shall be free from all compulsory pilotage and toll charges.

2. Likewise for the support of United States operations under this Agreement and for the control of the Installations, the Imperial Ethiopian Government grants to the United States forces the right, power and authority to:

a. Take such measures within the limits of the territorial jurisdiction of Ethiopia, including inland and territorial waters adjacent to or in the vicinity of the Installations, as the two Governments may agree are necessary for providing free access thereto or egress therefrom or for the use, operation and control thereof.

b. Take, in agreement with the Imperial Ethiopian Government, such measures within the air spaces adjacent to or in the vicinity of the Installations as the Government of the United States may deem necessary.

c. Control all aircraft and air-traffic entering or leaving any aviation facility established by the Government of the United States in accordance with the provisions of Articles I, II or III of this Agreement.

d. Control all ships and water-borne craft arriving at or leaving any Installation established by the Government of the United States in accordance with the provisions of Articles I, II or III of this Agreement.

e. Improve and deepen, subject to agreement by the Imperial Ethiopian Government, harbors, channels, entrances and anchorages, as deemed necessary by the Government of the United States in connection with operations under this Agreement.

f. Construct, subject to agreement by the appropriate authorities of Ethiopia, wells, water catchment areas or dams to assure an ample supply of water for all operations.

g. Construct, subject to agreement by the Imperial Ethiopian Government, such rights-of-way as may be required for support of United States operations and to maintain and operate them. Roads constructed according to this provision may be utilized by the public, subject to appropriate regulations. The Government of the United States agrees to pay a reasonable proportion of the costs of maintaining such other rights-of-way as may be utilized by the United States forces.

h. Take such other measures as may from time to time be agreed upon by the two Governments for the use, operation and control of the Installations and for free access thereto and egress therefrom by the United States forces.

ARTICLE V

The United States authorities may, in cooperation with appropriate local authorities, take such steps as may be mutually agreed upon to protect the health of the United States forces, including quarantine, health and sanitary inspection, and measures for combating incidence of disease among the United States forces.

ARTICLE VI

The Imperial Ethiopian Government grants to the Government of the United States the right to employ and use public and commercial utilities, services, transportation and communication facilities in Ethiopia in connection with operations under this Agreement. The Government of the United States shall pay for any employment or usage of such facilities at the most favorable rates obtained by other public users who employ and use such facilities.

ARTICLE VII

1. The Imperial Ethiopian Government will when necessary make all acquisitions of land and other arrangements to permit access to, and occupancy and use of, the Installations in accordance with this Agreement, and the Government of the United States shall not be obliged to compensate the Imperial Ethiopian Government or any national of Ethiopia or other person for such acquisition or arrangements to permit such access, occupancy and use. However, the Government of the United States agrees to pay to the Imperial Ethiopian Government for such periods as may be agreed upon annual equitable rentals for the use of the Installations together with the buildings and facilities thereon. The two Governments agree that, once the equitable annual rental for an agreed Installation has been determined, the amount of the rental for such agreed Installation shall not be changed for the duration of this Agreement without the consent of both Governments.

2. The Government of the United States may lease individual buildings or parts of buildings, or small pieces of property directly from private owners if such buildings or property are required in connection with the occupancy and use of an Installation. Such a building or property shall not be included among the properties for which an annual rental is paid by the Government of the United States to the Imperial Ethiopian Government under paragraph 1 above.

3. All property constructed, installed, brought into or purchased in Ethiopia under or prior to the present Agreement by the Government of the United States for the United States forces shall remain its property and may be removed from or disposed of in Ethiopia free

of any restrictions or any claims which may arise by virtue of such removal or disposal, except that such property may not be disposed of in Ethiopia without offering the Imperial Ethiopian Government the first opportunity for purchasing same. If the Imperial Ethiopian Government declines to purchase such property, the Government of the United States shall report to the Imperial Ethiopian Government the sale thereof to other purchasers by name and item. Property determined by the Government of the United States to be not susceptible to removal shall remain in Ethiopia. At such time as the Government of the United States may declare that it has no further use for any of this property, the two Governments shall establish a joint commission to determine the basis for the disposition of such non-removable property.

4. Subject to the provisions of paragraph 3 of Article XIX, the Government of the United States is not obliged to turn over the Installations to the Imperial Ethiopian Government at the expiration of this Agreement in the condition in which they were at the time of their occupation by the Government of the United States.

ARTICLE VIII

The Government of the United States, in agreement with the Imperial Ethiopian Government, may make topographic, hydrographic, coast and geodetic surveys and aerial photographs of any part of Ethiopia and waters adjacent thereto. Copies, with title and triangulation data, of any such survey or photographic maps made of Ethiopia shall be furnished to the Imperial Ethiopian Government.

ARTICLE IX

The Government of the United States, in agreement with the Imperial Ethiopian Government, may make engineering and other technical surveys in any part of Ethiopia and waters adjacent thereto.

ARTICLE X

The Imperial Ethiopian Government grants the following privileges to the Government of the United States:

- a. The right to fly United States Government aircraft over the territory of Ethiopia on the basis of customary flight plans.
- b. The right to use airfields in Ethiopia as may be jointly designated by the two Governments.
- c. The right to use any airfield in Ethiopia in emergency and in the performance of air rescue missions. In performance of air rescue missions, the Government of the United States may employ land vehicles and crash boats to the extent necessary for such rescue operations.

ARTICLE XI

The Government of the United States, in agreement with the appropriate authorities designated by the Imperial Ethiopian Government, may engage in appropriate activities outside the Installations for the military and technical training of its personnel.

ARTICLE XII

The Government of the United States may establish, maintain and operate United States Post Offices in the Installations for the exclusive use of the United States forces for transmission of mail to and from the United States and other United States Post Offices.

ARTICLE XIII

The Government of the United States may establish, maintain and operate facilities and concessions within the Installations, such as sales commissaries, military service exchanges, messes and social clubs for the health, recreation and well-being of the United States forces and other authorized personnel, and the same shall be free of all taxes, licenses, excises, imposts, charges and inspections. Administrative measures shall be taken by the United States authorities to prevent the disposal or resale of goods which are handled under the provisions of this Article to persons not entitled to possess such goods, and, generally, to prevent abuse of the privileges granted under this Article.

ARTICLE XIV

1. The Government of the United States may bring into or take out of Ethiopia members of the United States forces in connection with operations under this Agreement. No Ethiopian national or person ordinarily resident in Ethiopia shall be permitted to depart from Ethiopia under the provisions of this Article without prior notification to and approval by the Imperial Ethiopian Government, except such persons who are spouses or children of United States nationals, in which cases, prior notification only shall be required.

2. Passport and visa requirements shall not be applicable to military members of the United States forces, but all members of the United States forces shall be furnished with appropriate identification which shall be produced, upon demand, to the appropriate authorities of the Imperial Ethiopian Government. The identification shall include a card, signed and supplied by the Imperial Ethiopian Government for distribution by the United States authorities to members of the United States forces.

3. If the status of any member of the United States forces brought into Ethiopia under this Agreement shall be so altered that he would

no longer be entitled to such admission, the Government of the United States shall so notify the Imperial Ethiopian Government and shall, if such person be required by the Imperial Ethiopian Government to leave the country, be responsible for providing him with passage from Ethiopia within a reasonable time and shall, in the meantime, prevent his becoming a public responsibility of the Imperial Ethiopian Government.

4. The Government of the United States will inform the Imperial Ethiopian Government monthly of the numbers of United States forces in Ethiopia.

ARTICLE XV

1. Motor vehicles brought into or procured in Ethiopia by the United States forces shall not be prevented from using roads in Ethiopia by reason of noncompliance with any laws relating to the construction of motor vehicles or governing the type of motor vehicles authorized to use the roads.

2. The Imperial Ethiopian Government agrees to accept as valid, without driving tests or fees, the driving permit or license or military driving permit issued by the Government of the United States or a subdivision thereof to a member of the United States forces.

3. Motor vehicles brought into or procured in Ethiopia by the United States forces shall not be subject to taxes or fees relating to the registering or licensing of the same for use in Ethiopia. Such vehicles shall bear distinctive tags or markings issued by appropriate United States authorities.

4. The United States authorities will issue appropriate instructions to members of the United States forces fully informing them of Ethiopian traffic laws and regulations and will require strict compliance therewith.

ARTICLE XVI

The Government of the United States may contract for any construction work in Ethiopia, authorized in accordance with this Agreement, without restriction as to choice of contractor. So far as may be practicable, local labor and materials will be utilized in such construction work.

ARTICLE XVII

1. Members of the United States forces shall respect the laws of Ethiopia and abstain from any activities inconsistent with the spirit of this Agreement. The Government of the United States shall take appropriate measures to this end.

2. The United States military authorities shall have the right to exercise within Ethiopia all jurisdiction and control over United States forces conferred on the United States military authorities by the laws and regulations of the United States, except as limited by this Article.

3. Members of the United States forces shall be immune from the criminal jurisdiction of Ethiopian courts, and, in matters arising from the performance of their official duties, from the civil jurisdiction of Ethiopian courts, provided that, in particular cases, the United States authorities may waive such immunity. In all other cases, Ethiopian courts shall have jurisdiction.

4. Whenever United States authorities exercise jurisdiction or control pursuant to paragraph 2 of this Article, the judicial proceedings shall be conducted within the Installations or outside of Ethiopia. In such cases the appropriate authorities of the Imperial Ethiopian Government shall, upon request, assist in the collection of evidence and in the carrying out of all necessary investigations. Necessary arrangements will be made by the appropriate authorities of Ethiopia to secure the presence of Ethiopian nationals and other persons in Ethiopia (except members of the United States forces) as witnesses for official investigations and for military tribunals, and, in appropriate cases, to seize and hand over evidence, exhibits and objects connected with the offense. The United States authorities shall, in like manner, carry out the collection of evidence from members of the United States forces and assist the Ethiopian authorities in the case of an offense to be tried in the Ethiopian courts.

5. Ethiopian authorities may arrest members of the United States forces outside the Installations for the commission or attempted commission of an offense, but, in the event of such an arrest, the member or members shall be immediately turned over to the United States authorities. Except for Ethiopian nationals and other persons normally resident in Ethiopia, any person fleeing from the jurisdiction of the United States forces and found in any place outside the Installations may, on request, be arrested by the Ethiopian authorities and turned over to the United States authorities.

6. The United States authorities shall deliver to the Ethiopian authorities for trial and punishment all Ethiopian nationals and other persons normally resident in Ethiopia who have been charged by the Ethiopian or the United States authorities with having committed offenses within the limits of the Installations.

7. The Government of the United States shall have the right to police the Installations and to take all appropriate measures to as-

sure the maintenance of discipline, order and security in such Installations.

8. Outside the Installations, members of the United States forces may be employed for police duties by arrangement with the appropriate authorities of the Imperial Ethiopian Government insofar as such employment is necessary to maintain discipline and order among the United States forces. In such cases, Ethiopian security forces with whom members of the United States forces may be serving on police duty shall have paramount authority with respect to the person or property of persons subject to Ethiopian jurisdiction.

9. Each Government undertakes that persons subject to the jurisdiction of its courts who commit contempt or perjury in connection with courts-martial proceedings or proceedings of other military tribunals, shall be subjected to appropriate punitive action by its courts.

10. The Imperial Ethiopian Government undertakes to establish such measures of control or zones of access adjacent to such Installations as may, from time to time, in the opinion of the two Governments be essential for maintenance of the internal and external security of the Installations as well as the sanitation and health conditions of those Installations.

ARTICLE XVIII

1. The Imperial Ethiopian Government grants to the Government of the United States and its contractors exemption from the customs laws and regulations of Ethiopia, including those relating to inspection and seizure, and from customs duties, taxes or any other charges imposed on materials, equipment, goods and supplies brought into, procured in, or taken out of Ethiopia and used in the construction, maintenance, support or operation of the Installations. A similar exemption is granted to members of the United States forces on personal effects, including household goods, privately-owned automobiles and furniture brought into or taken out of Ethiopia by such members for their personal use. Such property introduced into Ethiopia shall not be disposed of to other than members of the United States forces except after payment of customs duties and charges. The Government of the United States will cooperate with the Imperial Ethiopian Government to prevent or correct any abuse of the exemptions granted herein and to this end will take appropriate action on the basis of information available to it or provided by the Imperial Ethiopian Government. In particular, the Government of the United States will adopt, in agreement with the Imperial Ethiopian Government, measures to prevent black market operations.

2. The temporary presence in Ethiopia of members of the United States forces shall constitute neither residence nor domicile therein and shall not, of itself, subject them to taxation in Ethiopia, either on their income or their property, the presence of which in Ethiopia is due to their temporary residence there, nor, in the event of the death of any such member, shall his estate be subject to a levy of death duties.

3. No national of the United States ordinarily resident in the United States or corporation organized under the various corporation laws of the United States shall be liable to pay any tax in Ethiopia in respect to any income derived under the contracts connected with the operation, construction or maintenance by the Government of the United States of any Installation under this Agreement or any tax in the nature of a license in respect to any service or work for the Government of the United States in connection with operations, construction or maintenance of any Installation under this Agreement.

ARTICLE XIX

1. Subject to the provisions of subparagraph g of Article IV, each Government waives all its claims against the other for damage to any property in Ethiopian territory owned or controlled by it if such damage (1) was caused by a member of the United States forces or by a member of the armed forces or an employee of the Imperial Ethiopian Government while engaged in the performance of his official duties, or (2) arose from the use of any vehicle, vessel or aircraft owned or controlled by the other Government. Each Government waives claims for maritime or aircraft salvage against the other provided that the vessel or aircraft or cargo salvaged was owned by the other Government or being used by the United States forces or by the armed forces or an employee of the Imperial Ethiopian Government at the time the incident occurred.

2. Each Government waives all its claims against the other for injury or death suffered by any member of the United States forces or by any member of the armed forces or any employee of the Imperial Ethiopian Government, while such member or employee was engaged in the performance of his official duties.

3. The Government of the United States agrees to pay just and reasonable compensation in settlement of all claims cognizable under United States foreign claims laws of inhabitants of Ethiopia for damage to, loss or destruction of property, or for injury or death, caused by members of the United States forces. All such claims will be processed and paid in accordance with the applicable provisions of the laws of the United States.

ARTICLE XX

Special arrangements shall be entered into between appropriate authorities of the Imperial Ethiopian Government and the Government of the United States to obviate the use of United States currency in paying personnel and to permit United States forces to acquire Ethiopian currency at the most favorable official rates of exchange. Local currency shall be obtained only from the State Bank of Ethiopia in exchange for United States dollars used to meet regularly recurring local administrative and operating expenses of the Installations.

ARTICLE XXI

Members of the United States forces shall be permitted to carry arms as required in the performance of their official duties, but no sporting or hunting arms shall be carried outside the limits of the Installations except in accordance with Ethiopian laws.

ARTICLE XXII

1. Members of the United States forces may purchase locally goods necessary for their own consumption and such services as they need under the same conditions as Ethiopian nationals.

2. The Government of the United States may purchase locally goods required for the subsistence of the United States forces and it shall be the policy of the Government of the United States to purchase such goods locally, if they are available and of the standard required by the United States authorities. In order to avoid any such purchase having an adverse effect upon the Ethiopian economy, the appropriate authorities of the Imperial Ethiopian Government will indicate, when necessary, any article the purchase of which should be restricted or forbidden. Such Ethiopian authorities, at the request of the United States authorities, will aid and assist in the placement of such orders.

ARTICLE XXIII

The Government of the United States, its agents and its contractors may employ civilian personnel at the Installations, and at such other places as may be mutually agreed upon, to the extent necessary to perform the functions contemplated under this Agreement. Civilian personnel shall be nationals of the United States or of Ethiopia, or the subjects of a third state friendly to both who are not personally objectionable to the Imperial Ethiopian Government.

ARTICLE XXIV

The term "United States forces" includes members of the armed forces of the United States (including dependents of all such members) and persons accompanying, serving with, or employed by said armed forces (including dependents of all such persons) who are subject to the military laws of the United States, but excluding indigenous Ethiopian nationals and other persons ordinarily resident in Ethiopian territory provided that such nationals or other persons are not dependents of members of the United States forces.

ARTICLE XXV

This Agreement shall enter into force upon the date of signature and shall remain in force for twenty-five years and thereafter until one year from the date on which either Government shall give notice to the other of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Government of the United States and the Imperial Ethiopian Government have signed this Agreement.

DONE in duplicate at Washington this twenty-second day of May, 1953.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WALTER BEDELL SMITH

FOR THE IMPERIAL ETHIOPIAN GOVERNMENT:

AKLILOU

TIAS 2965
Feb. 11 and
21, 1949 **VISITS OF NAVAL VESSELS**

**Arrangement between the
UNITED STATES OF AMERICA
and CUBA**

- Effectuated by Exchange of Notes
Signed at Havana February 11
and 21, 1949
- Entered into force February 21, 1949
and
Extensions and Amendment
 - Effectuated by Exchanges of Notes

The Cuban Minister of State to the American Ambassador

REPÚBLICA DE CUBA
MINISTERIO DE ESTADO

O-246

LA HABANA, 11 de febrero de 1949.

SEÑOR EMBAJADOR:

Tengo la honra de participar a Vuestra Excelencia que, en relación con notas cruzadas y conversaciones cambiadas entre esa Embajada y este Ministerio, a fin de facilitar la visita de barcos de guerra de los Estados Unidos de América y de Cuba a puertos de ambas naciones, el arreglo quedará estipulado en la siguiente forma:

- (A) Que los buques de cada país, de las categorías no especificadas en la cláusula (B) que sigue, puedan entrar en puertos del otro país, para visitas informales breves, mediante notificación efectuada por conducto de los respectivos Agregados Navales de Cuba en Washington y de los Estados Unidos de América en la Habana, a las autoridades navales correspondientes. Igualmente las visitas de los buques de Cuba a los Estados Unidos podrían serlo igualmente por el Agregado Naval de Cuba, en cada caso, a las autoridades navales correspondientes. En caso de que existiera algún hecho circunstancial que hiciera aconsejable la posposición de la visita, las autoridades navales correspondientes lo notificarían en seguida al Agregado Naval. A ese efecto debe procurarse que la notificación de visita se haga siempre con una antelación prudencial.
- (B) Que las visitas de porta-aviones, acorazados o cruceros, estarán sujetas a autorización diplomática, excepto las visitas de recreo de barcos de esa categoría a los puertos de Santiago de Cuba y Cienfuegos, para los cuales el procedimiento establecido en el apartado (A), será suficiente.
- (C) Que en todos los casos de visitas informales o de recreo, hechas de acuerdo con los Apartados (A) y (B), las salvas se omitirán, considerándose realizadas y devueltas.
- (D) En todas las visitas formales, las salvas serán hechas de conformidad con las costumbres de las Marinas respectivas.
- (E) Que el presente acuerdo es recíproco en todos los respectos.
- (F) Que el acuerdo tenga la duración de un año o hasta que se dé por terminado por cualquiera de los dos países por nota diplomática.

El presente arreglo comenzará a regir diez días después de efectuado el cambio de notas expresando el asentimiento de ambos Gobiernos a los términos estipulados.

Aprovecho la oportunidad, señor Embajador, para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración.

CARLOS HEVIA

Al Excelentísimo señor ROBERT BUTLER,
*Embajador Extraordinario y Plenipotenciario
 de los Estados Unidos de América en Cuba,
 La Habana.-*

Translation

REPUBLIC OF CUBA
 MINISTRY OF STATE

C-246

HABANA, February 11, 1949.

MR. AMBASSADOR:

I have the honor to inform Your Excellency, with reference to notes exchanged and conversations held between your Embassy and this Ministry, that, to facilitate the visits of war vessels of the United States of America and Cuba to ports of both nations, the arrangement will contain the following provisions:

- (A) That the vessels of each country of categories not specified in Clause (B) below, may enter ports of the other country for brief informal visits upon notification, effected through the respective Naval Attachés of Cuba in Washington and the United States of America in Habana, to the proper naval authorities. Likewise, visits of Cuban vessels to the United States might be reported by the Cuban Naval Attaché, in each case, to the proper naval authorities. In the event that there should be any circumstance that rendered postponement of a visit advisable, the proper naval authorities would so notify the Naval Attaché at once. For this purpose, an effort should be made to have notice of a visit always given reasonably in advance.
- (B) That the visits of aircraft carriers, battleships, or cruisers shall be subject to diplomatic authorization, except courtesy visits of vessels of that category to the ports of Santiago de Cuba and Cienfuegos, for which the procedure established in paragraph (A) will be sufficient.
- (C) That in all cases of informal or courtesy visits paid in accordance with paragraphs (A) and (B), salvos shall be omitted, being considered as having been fired and returned.

- (D) On all formal visits, salvos shall be fired in accordance with the custom of the respective navies.
- (E) That the present arrangement is reciprocal in all respects.
- (F) That the arrangement shall be in effect for one year or until it is terminated by either of the countries by a diplomatic note.

The present arrangement shall come into force ten days after the exchange of notes communicating the agreement of both Governments to the terms stipulated.

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

CARLOS HEVIA

His Excellency

ROBERT BUTLER,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America in Cuba,
Habana.*

The American Ambassador to the Cuban Minister of State

EMBASSY OF THE
UNITED STATES OF AMERICA

125

Habana, February 21, 1949

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. C-246 dated February 11, 1949, which, referring to previous correspondence and conversations, incorporates the text of an arrangement to facilitate the visits of Naval vessels of Cuba and of the United States of America to ports of both nations.

In accordance with instructions from my Government, I am pleased to be able to accept the arrangement set forth in Your Excellency's note with the understanding mentioned therein that the arrangement will become effective ten days after the exchange of notes, that is, on March 4, 1949.

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

ROBERT BUTLER

His Excellency

Ing. CARLOS HEVIA,
*Minister of State,
Habana.*

The American Embassy to the Cuban Ministry of State

**EMBASSY OF THE
UNITED STATES OF AMERICA**

No. 107

The Embassy of the United States of America presents its compliments to the Ministry of State of the Republic of Cuba and has the honor to refer to the Embassy's note No. 125 of February 21, 1949 accepting the arrangement set forth in the Ministry's note No. C-246 of February 11, 1949 to facilitate the visits of naval vessels of Cuba and of the United States of America to ports of both nations. This arrangement was valid for a period of one year from March 4, 1949 and will therefore terminate on March 4, 1950. In this connection the Ministry is informed that the Government of the United States would be pleased to renew the existing arrangement for an additional period of one year providing the Government of Cuba is also agreeable to such renewal.

The terms of the present arrangement are satisfactory to the Government of the United States with the exception of a need to clarify notification channels. In this connection it is suggested that the following be substituted for clause (A) in the arrangement expiring March 4, 1950:

"That the vessels of each country of the category not specified in clause (B) may enter ports of the other country for brief informal visits following notification through the respective naval attachés. United States naval authorities shall normally effect notification of naval visits through the United States Naval Attaché in Habana, who will notify proper Cuban naval authorities. Likewise, Cuban naval authorities shall normally effect notification of naval visits to the United States through the Cuban Naval Attaché in Washington, who will notify proper United States naval authorities. In the event there should exist any circumstances which would render postponement of the visit advisable, the Naval Attaché through which notification was effected, should be notified at once. For this purpose, an effort should be made so that notification of a visit always be delivered reasonably in advance."

In view of the imminence of the expiration date of the present reciprocal arrangement, an early expression of the Ministry's views in the premises would be appreciated.

The Embassy avails itself of this opportunity to renew to the Ministry of State the assurances of its highest consideration.

C B E

HABANA, February 13, 1950.

The Cuban Minister of State to the American Ambassador

REPUBLICA DE CUBA
MINISTERIO DE ESTADO
C-332

LA HABANA, 28 de febrero de 1950.

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la atenta Nota Verbal 107 de esa Embajada, fecha 13 del mes en curso, referente a la 125 de 21 de febrero de 1949 aceptando el Acuerdo expuesto en la C-246 del Ministerio de 11 de febrero de 1949, para facilitar las visitas de buques de la Armada de Cuba y de los Estados Unidos de América a puertos de ambas naciones.

El Acuerdo así convenido por el citado cambio de notas es válido por el período de un año a contar del 4 de marzo de 1949 y, por lo tanto, terminará el 4 de marzo de 1950. En tal sentido, informa la Embajada que al Gobierno de los Estados Unidos le complacería renovar el Acuerdo para un período adicional de un año, siempre que al de Cuba le sea agradable esa renovación.

Asimismo informa la Embajada que los términos del Acuerdo en vigor son satisfactorios al Gobierno de los Estados Unidos, con la excepción de la necesidad de aclarar la Cláusula (A) para la que se sugiere una nueva redacción.

Visto por este Ministerio que lo convenido en la Cláusula (A) del Acuerdo vigente queda subsistente en la nueva redacción que se propone, tratándose solamente de una cuestión de forma, el Gobierno de Cuba no tiene inconveniente alguno que objetar a su sustitución; y como, a su vez, no lo tiene en la renovación del Acuerdo, se complace en manifestar a la Embajada que, a partir del 4 de marzo de 1950, queda convenido entre los Gobiernos de Cuba y de los Estados Unidos de América lo siguiente:

- (A) Que los buques de cada país de la categoría no especificada en la Cláusula (B) puedan entrar en puertos del otro país para visitas breves informales después de la notificación por medio de los respectivos Agregados Navales. Las Autoridades Navales de los Estados Unidos efectuarán normalmente la notificación de visitas navales por conducto del Agregado Naval de los Estados Unidos en La Habana, quien notificará a las Autoridades Navales Cubanas correspondientes. Asimismo las Autoridades Navales Cubanas efectuarán normalmente la notificación de visitas navales a los Estados Unidos por conducto del Agregado Naval Cubano en Washington, quien notificará a las Autoridades Navales correspondientes de los Estados Unidos. En el caso de que existieran cualesquiera circunstancias que hicieran aconsejable posponer la visita, el Agregado Naval por cuyo conducto se efectuó la

notificación, deberá ser notificado inmediatamente. A este fin, deberá hacerse un esfuerzo de manera que la notificación de una visita sea siempre entregada con anticipación razonable.

- (B) Que las visitas de porta-aviones, acorazados o cruceros, estarán sujetas a autorización diplomática, excepto las visitas de recreo de barcos de esa categoría a los puertos de Santiago de Cuba y Cienfuegos, para los cuales el procedimiento establecido en el apartado (A) sera suficiente.
- (C) Que en todos los casos de visitas informales o de recreo, hechas de acuerdo con los Apartados (A) y (B), las salvas se omitirán, considerándose realizadas y devueltas.
- (D) En todas las visitas formales, las salvas serán hechas de conformidad con las costumbres de las Marinas respectivas.
- (E) Que el presente acuerdo es recíproco en todos los respectos.
- (F) Este Acuerdo tendrá el término de duración de un año, pudiendo antes darlo por terminado, por nota diplomática, cualquiera de los dos países.

Aprovecho la oportunidad, señor Embajador, para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración,

ERNESTO DIHIGO

Al Excelentísimo señor ROBERT BUTLER,
*Embajador Extraordinario y Plenipotenciario
 de los Estados Unidos de América.
 La Habana.-*

Translation

REPUBLIC OF CUBA
 MINISTRY OF STATE
 C-332

HABANA, February 28, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your Embassy's courteous note verbale No. 107 dated February 13, 1950, referring to note No. 125 of February 21, 1949, accepting the arrangement set forth in the Ministry's note No. C-246 of February 11, 1949, to facilitate the visits of naval vessels of Cuba and the United States of America to ports of both nations.

The arrangement thus concluded by the aforementioned exchange of notes is valid for a period of one year from March 4, 1949, and will, therefore, terminate on March 4, 1950. In this connection the Embassy states that the Government of the United States would be pleased to renew the arrangement for an additional period of one year, provided that the Government of Cuba is agreeable to such renewal.

The Embassy likewise states that the terms of the present arrangement are satisfactory to the Government of the United States with the exception of a need to clarify Clause (A), for which new wording is suggested.

Since this Ministry considers that the stipulations of Clause (A) of the existing arrangement are preserved in the proposed rewording, it being merely a matter of style, the Government of Cuba has no objection to its substitution; and since, in turn, it does not object to the renewal of the arrangement, it takes pleasure in informing the Embassy that, effective March 4, 1950, it is agreed as follows between the Governments of Cuba and the United States of America:

- (A) That the vessels of each country of a category not specified in Clause (B) may enter ports of the other country for brief informal visits following notification through the respective Naval Attachés. United States naval authorities shall normally give notice of naval visits through the United States Naval Attaché in Habana, who will notify the proper Cuban naval authorities. Likewise, Cuban naval authorities shall normally give notice of naval visits to the United States through the Cuban Naval Attaché in Washington, who will notify the proper United States naval authorities. In the event that there should be any circumstances that rendered postponement of a visit advisable, the Naval Attaché through whom the notice was given should be notified at once. For this purpose, an effort should be made to have notice of a visit always given reasonably in advance.
- (B) That the visits of aircraft carriers, battleships, or cruisers shall be subject to diplomatic authorization except courtesy visits of vessels of that category to the ports of Santiago de Cuba and Cienfuegos, for which the procedure established in Clause (A) will be sufficient.
- (C) That in all cases of informal or courtesy visits made in accordance with Clauses (A) and (B), salvos shall be omitted, being considered as having been fired and returned.
- (D) In all formal visits, salvos shall be fired in accordance with the custom of the respective navies.
- (E) That the present arrangement is reciprocal in every respect.
- (F) This arrangement shall be in effect for one year, and either of the two countries may terminate it by a diplomatic note.

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

ERNESTO DIHIGO

His Excellency

ROBERT BUTLER,

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

The American Ambassador to the Cuban Minister of State

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 150

Habana, March 3, 1950

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. C-332 dated February 28, 1950 which, referring to previous correspondence, incorporates the text of an arrangement to facilitate the visits of Naval vessels of Cuba and of the United States of America to ports of both nations.

In accordance with instructions from my Government, I am pleased to accept the arrangement set forth in Your Excellency's note with the understanding mentioned therein that the arrangement will become effective on March 4, 1950 and will be valid for a period of one year unless terminated prior thereto, by diplomatic note, by either of the two countries.

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

ROBERT BUTLER

His Excellency

Dr. ERNESTO DIHIGO,
*Minister of State,
Habana.*

The American Chargé d'Affaires ad interim to the Cuban Minister of State

EMBASSY OF THE UNITED STATES
OF AMERICA

February 21, 1951

-537-

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. C-332 dated February 28, 1950, and to the Embassy's Note No. 150 of March

3, 1950, in reply, whereby the Governments of the Republic of Cuba and of the United States of America agreed upon an arrangement to facilitate the visits of naval vessels of Cuba and of the United States of America to ports of both nations. As Your Excellency is aware, this arrangement, under its terms, expires as of midnight on March 3, 1951.

The Government of the United States feels that it would be mutually helpful were the arrangement now in effect to be extended under the same conditions for an additional period of one year from March 4, 1951, unless terminated prior thereto by diplomatic note by either of the two countries. In the event that the Government of Cuba shares the views of the Government of the United States on the desirability of extending the arrangement for an additional period of one year, Your Excellency's Note in reply, so stating, would be considered by the Government of the United States as an extension for one year from March 4, 1951, under the same conditions, of the existing arrangement.

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

C. BURKE ELBRICK

His Excellency

Dr. ERNESTO DIHIGO,
Minister of State,
Habana.

The Cuban Minister of State to the American Chargé d'Affaires ad interim

REPÚBLICA DE CUBA
MINISTERIO DE ESTADO

No.-C-359

LA HABANA, 26 de febrero de 1951.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo la honra de participar a Vuestra Señoría haber recibido la atenta nota número 537, de fecha 21 del mes en curso, por la que se hace referencia a la No. C-332 de este Ministerio, de 28 de febrero de 1950, y la No. 150 de esa Embajada, de 3 de marzo del mismo año, por las que los Gobiernos de Cuba y de los Estados Unidos de América convinieron un arreglo para facilitar la visita de los buques de las Armadas de las dos naciones a puertos de ambas Repúblicas.

En esta nota No. 537 informa Vuestra Señoría que el arreglo, conforme a sus términos, vence a la medianoche del 3 de marzo de 1951, y que el Gobierno de los Estados Unidos de América cree que sería de ayuda mutua que el arreglo fuese prorrogado, en las mismas condiciones, por un plazo adicional de un año, a contar del 4 de marzo de 1951, salvo que con anterioridad fuese terminado por nota diplomática de una u otra de las dos naciones.

Asimismo participa Su Señoría que si el Gobierno de Cuba participa de los mismos puntos de vista de vuestro Gobierno respecto a lo deseable de la prórroga del arreglo en la forma propuesta, la nota de este Ministerio expresándolo así sería considerada como su vigencia por un año más, a contar del 4 de marzo de 1951.

En contestación me es grato hacer llegar a conocimiento de Vuestra Señoría que el Gobierno de Cuba, subsistentes las razones que tuvo para acordar el arreglo considerado de ayuda mutua, no tiene inconveniente en aceptar la prórroga propuesta, quedando convenido, por tanto, que con esta contestación queda formalizada dicha prórroga de un año, a contar del 4 de marzo de 1951, quedando en vigor el arreglo, en los mismos términos que rige hasta la medianoche del día 3 de marzo de 1951, hasta igual fecha del venidero año de 1952.

Aprovecho la oportunidad, señor Encargado de Negocios, para reiterar a Su Señoría el testimonio de mi distinguida consideración,

ERNESTO DIHIGO

A Su Señoría C. BURKE ELBRICK,
*Encargado de Negocios ad-interim de los
Estados Unidos de América en Cuba,*

Translation

REPUBLIC OF CUBA
MINISTRY OF STATE
No.-C-359

HABANA, February 26, 1951.

MR. CHARGÉ D'AFFAIRES:

I have the honor to inform you that I have received your courteous note No. 537 dated February 21, 1951, referring to this Ministry's note No. C-332 of February 28, 1950, and your Embassy's note No. 150 of March 3, 1950, whereby the Governments of Cuba and the United States of America agreed upon an arrangement to facilitate the visits of naval vessels of the two nations to ports of both Republics.

In note No. 537 you state that the arrangement, under its terms, expires at midnight of March 3, 1951, and that the Government of the United States of America thinks that it would be mutually helpful if the arrangement were extended, under the same conditions, for an additional period of one year from March 4, 1951, unless terminated earlier by a diplomatic note from either of the two nations.

You also state that if the Government of Cuba shares your Government's views on the desirability of extending the arrangement in the manner proposed, this Ministry's note so stating would be considered as its validity for one more year from March 4, 1951.

In reply, I am happy to inform you that since its reasons for entering into the arrangement considered mutually helpful still exist, the Government of Cuba has no objection to the proposed extension, it

being agreed, therefore, that the extension for one year from March 4, 1951, is duly concluded through this reply, the arrangement continuing in force, under the terms in effect up to midnight of March 3, 1951, until the same date of the coming year 1952.

I avail myself of the opportunity, Mr. Chargé d'Affaires, to renew to you the assurance of my distinguished consideration.

ERNESTO DIHIGO

Mr. C. BURKE ELBRICK,
*Chargé d'Affaires ad interim of the
United States of America in Cuba.*

The American Ambassador to the Cuban Minister of State

EMBASSY OF THE UNITED STATES
OF AMERICA

Habana, February 8, 1952

No. 82

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 537 dated February 21, 1951, and to Your Excellency's Note No. C-359 of February 26, 1951 in reply whereby the Governments of the Republic of Cuba and of the United States of America agreed upon an arrangement to facilitate the visits of naval vessels of Cuba and of the United States of America to ports of both nations. As Your Excellency is aware, this arrangement, under its terms, expires as of midnight on March 3, 1952.

The Government of the United States feels that it would be mutually helpful were the arrangement now in effect to be extended under the same conditions for an additional period of one year from March 4, 1952, unless terminated prior thereto by diplomatic note by either of the two countries. In the event that the Government of Cuba shares the views of the Government of the United States on the desirability of extending the arrangement for an additional period of one year, Your Excellency's Note in reply, so stating, would be considered by the Government of the United States as an extension for one year from March 4, 1952, under the same conditions, of the existing arrangement.

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

WILLARD L. BEAULAC

His Excellency

Dr. AURELIANO SÁNCHEZ ARANGO,
*Minister of State,
Habana.*

The Cuban Minister of State to the American Ambassador

REPUBLICA DE CUBA
MINISTERIO DE ESTADO
C-392

LA HABANA, 21 de Febrero de 1952.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la atenta nota número 82, de fecha 8 de los corrientes, en la cual Vuestra Excelencia hace referencia a la nota de esta Cancillería, número 359-C, de 26 de Febrero de 1951, y a la de esa Embajada, número 537, de 21 del mencionado mes de Febrero, por las que los Gobiernos de Cuba y Estados Unidos de América convinieron prorrogar hasta la medianoche del día 3 de Marzo del año en curso el arreglo a que llegaron ambos Gobiernos en Febrero de 1950 para facilitar la visita de los buques de guerra de los dos países a puertos de ambas Repúblicas.

Expresa Vuestra Excelencia, en su citada nota número 82, que el Gobierno de los Estados Unidos de América cree que sería de ayuda mutua que el arreglo fuese prorrogado nuevamente, y en las mismas condiciones, por un plazo adicional de un año, a contar del 4 de Marzo de 1952, salvo que con anterioridad fuese terminado por nota diplomática de una u otra de las partes.

Asimismo participa Vuestra Excelencia que si el Gobierno de Cuba comparte los mismos puntos de vista de su Gobierno respecto a lo deseable de la nueva prorroga del arreglo, la nota de este Ministerio expresándolo así se estimaría como la prolongación de su vigencia, por un año más, a contar del 4 de marzo de 1952.

En contestación me es grato hacer llegar al conocimiento de Vuestra Excelencia que mi Gobierno, subsistentes las razones que tuvo para acordar el arreglo considerado de ayuda mutua, no tiene inconveniente en aceptar la nueva prorroga propuesta, quedando convenido, por tanto, que con esta contestación queda formalizada la misma, a contar del próximo día 4 de marzo, continuando en vigor el arreglo de referencia, en los mismos términos que rige hasta la medianoche del día 3 de marzo de 1952 hasta igual fecha del año venidero de 1953.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más distinguida consideración,

A. SÁNCHEZ ARANGO

A Su Excelencia

el señor WILLARD L. BEAULAC,
Embajador de los Estados Unidos de América,
La Habana.

Translation

REPUBLIC OF CUBA
MINISTRY OF STATE

O-392

HABANA, February 21, 1952.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of the courteous note, No. 82 dated the 8th of this month, in which Your Excellency refers to note No. 395-C of this Foreign Office dated February 26, 1951, and to your Embassy's note No. 537 of February 21, whereby the Governments of Cuba and the United States of America agreed to extend until midnight of March 3 of this year the arrangement concluded by both Governments in February of 1950 to facilitate the visits of war vessels of the two countries to ports of both Republics.

In your aforesaid note No. 82, Your Excellency states that the Government of the United States of America thinks that it would be mutually helpful if the arrangement were again extended, under the same conditions, for an additional period of one year from March 4, 1952, unless terminated before that date by a diplomatic note by either party.

Your Excellency also states that, if the Government of Cuba shares your Government's views on the desirability of an additional extension of the arrangement, this Ministry's note so stating would be considered an extension of its validity for one more year from March 4, 1952.

In reply, I am happy to inform Your Excellency that, since my Government's reasons for entering into the arrangement considered mutually helpful still exist, it has no objection to the proposed additional extension, it being agreed, therefore, that the extension is duly concluded through this reply, effective from March 4, 1952, the arrangement in question continuing in force, under the terms in effect up to midnight of March 3, 1952, until the same date of the coming year 1953.

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

A. SÁNCHEZ ARANGO

His Excellency

WILLARD L. BEAULAC,

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

The American Ambassador to the Cuban Minister of State

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 662

Habana, February 19, 1953

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 82 of February 8, 1952, and to Your Excellency's Note No. C-392 of February 21 1952 in reply whereby the Governments of the Republic of Cuba and the United States of America agreed to extend for one year from March 4, 1952 the existing arrangement to facilitate the visits of naval vessels of Cuba and of the United States of America to ports of both nations. This arrangement, under its terms, expires as of midnight on March 3, 1953.

The Government of the United States of America feels that it would be mutually helpful were the arrangements now in effect to be extended under the same conditions for an additional period of one year from March 4, 1953 unless terminated prior thereto by a diplomatic note by either of the two countries. In the event that the Government of Cuba shares the views of the Government of the United States on the desirability of extending the arrangement for an additional period of one year, Your Excellency's Note in reply so stating, would be considered by the Government of the United States as an extension for one year from March 4, 1953, under the same conditions, of the existing arrangement.

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

WILLARD L. BEAULAC

His Excellency

MIGUEL ANGEL CAMPA,
Minister of State,
Habana.

The Cuban Minister of State to the American Ambassador

REPUBLICA DE CUBA
MINISTERIO DE ESTADO

252-C

LA HABANA, 25 de febrero de 1953.-

SEÑOR EMBAJADOR:

Tengo la honra de participar a Vuestra Excelencia haber recibido la atenta nota N° 662 de esa Embajada, fechada a 19 del mes en curso, en la cual se hace referencia a la N° 82 de 8 de febrero de 1952 y a la nota N° C-392 de este Ministerio, de 21 del mismo mes y año, en contestación, por la que los Gobiernos de la República de Cuba y de

los Estados Unidos de América convinieron prorrogar por un año, hasta el día 3 de marzo próximo, el arreglo a que llegaron ambos Gobiernos en febrero de 1950 para facilitar la visita de los buques de guerra de los dos países a puertos de ambas Repúblicas.

Expresa Vuestra Excelencia, en su citada nota N° 662, que el Gobierno de los Estados Unidos de América cree que sería de ayuda mutua que el arreglo fuese prorrogado nuevamente, y en las mismas condiciones, por un plazo adicional de un año, a contar del 4 de marzo de 1953, salvo que con anterioridad fuese terminado por nota diplomática de una u otra de las partes.

Asimismo participa Vuestra Excelencia que si el Gobierno de Cuba comparte los mismos puntos de vista de su Gobierno respecto a lo deseable de la nueva prórroga del arreglo, la nota de este Ministerio expresándolo así se estimaría como la prolongación de su vigencia, por un año más, a contar del 4 de marzo de 1953.

En contestación me es grato hacer llegar al conocimiento de Vuestra Excelencia que mi Gobierno, subsistente las razones que tuvo para acordar el arreglo considerado de ayuda mutua, no tiene inconveniente en aceptar la nueva prórroga propuesta, quedando convenido, por tanto, que con esta contestación queda formalizada la misma, a contar del próximo día 4 de marzo, continuando en vigor el arreglo de referencia, en los mismos términos que rige hasta la medianoche del día 3 de marzo de 1953 hasta igual fecha del año venidero de 1954.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más distinguida consideración,

MIGUEL ANGEL CAMPA

Translation

REPUBLIC OF CUBA
MINISTRY OF STATE

252-C

HABANA, February 25, 1953.

MR. AMBASSADOR:

I have the honor to inform Your Excellency that I received your Embassy's courteous note No. 662 dated the 19th of this month, in which reference is made to No. 82 of February 8, 1952, and to this Ministry's note No. C-392 in reply, dated the 21st of the same month and year, whereby the Governments of the Republic of Cuba and the United States of America agreed to extend for one year, until March 3, 1953, the arrangement concluded by both Governments in February of 1950 to facilitate the visits of war vessels of the two countries to ports of both Republics.

In your aforementioned note No. 662, Your Excellency states that the Government of the United States of America thinks that it would

be mutually helpful if the arrangement were again extended, under the same conditions, for an additional period of one year from March 4, 1953, unless terminated prior thereto by a diplomatic note by either party.

Your Excellency likewise states that if the Government of Cuba shares your Government's views on the desirability of an additional extension of the arrangement, this Ministry's note so stating would be considered an extension of its validity for one more year from March 4, 1953.

In reply, I am happy to inform Your Excellency that since my Government's reasons for entering into the arrangement considered mutually helpful still exist, it has no objection to the proposed additional extension, it being agreed, therefore, that it is duly concluded through this reply, effective from March 4, 1953, the arrangement in question continuing in force, under the terms in effect up to midnight of March 3, 1953, until the same date of the coming year 1954.

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

MIGUEL ANGEL CAMPA

The American Ambassador to the Cuban Minister of State

AMERICAN EMBASSY

HABANA

November 23, 1953

No. 1212

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 662 of February 19, 1953, and to Your Excellency's Note No. 252-C of February 25, 1953 in reply whereby the Governments of the Republic of Cuba and the United States of America agreed to extend for one year from March 4, 1953 the existing arrangement to facilitate the visits of naval vessels of Cuba and of the United States of America to ports of both nations. This arrangement, under its terms, expires as of midnight on March 3, 1954.

Experience has shown that this arrangement is workable and sound and it is felt that it has proven its worth. The Government of the United States believes that it is desirable and would be mutually helpful if the arrangement now in effect were to be extended for an indefinite period or until such time as it may be terminated by diplomatic note by either of the two countries. In the event that the Government of Cuba shares the views of the Government of the United States of America regarding the desirability of extending the arrangement for an indefinite period, Your Excellency's Note in reply, so stating, would be considered by the Government of the United

States of America as an indefinite extension, under the same conditions, of the existing arrangement.

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

ARTHUR GARDNER

His Excellency

MIGUEL ANGEL CAMPA,
Minister of State,
Habana.

The Cuban Minister of State to the American Ambassador

REPUBLICA DE CUBA
MINISTERIO DE ESTADO

C-68

LA HABANA, 20 de enero de 1954.

SEÑOR EMBAJADOR:

Tengo la honra de referirme a la nota N° 1489 de este Ministerio, fecha 30 de noviembre de 1953, acusando recibo de la nota N° 1212 de esa Embajada, fecha 23 del mismo mes y año, por la que Vuestra Excelencia, en relación con las notas 662 de esa Embajada de 19 de febrero de 1953 y 252-C de este Ministerio del día 25 de igual mes y año, por las cuales los Gobiernos de Cuba y de los Estados Unidos de América convinieron en prorrogar por un año más, a partir del 4 de marzo, el acuerdo existente para facilitar las visitas de buques de guerra de los dos países a puertos de ambas Repúblicas.

Expresa Vuestra Excelencia, en su citada nota N° 1212, que la experiencia ha demostrado que este arreglo es operable y satisfactorio para ambas partes, por lo que Vuestro Gobierno considera que sería mutuamente útil si el arreglo fuera prorrogado por un período indefinido o hasta que fuese terminado por nota diplomática de cualesquiera de los dos países.

Asimismo participa Vuestra Excelencia que si el Gobierno de Cuba comparte los mismos puntos de vista de Vuestro Gobierno respecto a los deseos de prorrogar el arreglo por un período indefinido, la nota de este Ministerio expresándolo así, sería considerada por el Gobierno de los Estados Unidos de América como una prórroga indefinida, bajo las mismas condiciones del arreglo existente, que expira a media noche del día 3 de marzo de 1954.

En contestación me es grato hacer llegar a conocimiento de Vuestra Excelencia que mi Gobierno, subsistentes las razones que tuvo para acordar el arreglo considerado de ayuda mutua, una vez consultados los organismos de nuestro Gobierno que deben conocerlo, no tiene inconveniente en aceptar la prórroga propuesta, quedando convenido,

por tanto, que con esta contestación queda formalizada la misma, continuando en vigor el arreglo de referencia, en los mismos términos que rige hasta la medianoche del día 3 de marzo de 1954, por un período indefinido, hasta que sea terminado por nota diplomática de cualesquiera de los dos países.

Aprovecho la oportunidad, señor Embajador, para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración,

MIGUEL ANGEL CAMPA

Translation

REPUBLIC OF CUBA
MINISTRY OF STATE

C-58

HABANA, January 20, 1954.

MR. AMBASSADOR:

I have the honor to refer to this Ministry's note No. 1489 of November 30, 1953, [¹] acknowledging the receipt of note No. 1212 from your Embassy dated the 23d of the same month and year, in which Your Excellency refers to notes 662 of your Embassy, dated February 19, 1953, and 252-C of this Ministry, dated the 25th of the same month and year, whereby the Governments of Cuba and the United States of America agreed to extend for one year from March 4 the existing arrangement to facilitate the visits of war vessels of the two countries to ports of both Republics.

Your Excellency states in your aforementioned note No. 1212 that experience has shown that this arrangement is workable and satisfactory to both parties, for which reason your Government considers that it would be mutually helpful if the arrangement were extended for an indefinite period or until such time as it may be terminated by a diplomatic note from either of the two countries.

Your Excellency likewise states that, if the Government of Cuba shares the views of your Government regarding the desires to extend the arrangement for an indefinite period, this Ministry's note so stating would be considered by the Government of the United States of America as an indefinite extension, under the same conditions, of the existing arrangement, which expires at midnight on March 3, 1954.

In reply, I am happy to inform Your Excellency that since my Government's reasons for entering into the arrangement considered mutually helpful still exist, the agencies of our Government which should be familiar therewith having been consulted, it has no objection to the proposed extension, it being agreed, therefore, that it is duly concluded through this reply, the arrangement in question continuing

¹ Not printed.

in force, under the terms in effect until midnight of March 3, 1954, for an indefinite period, until it is terminated by a diplomatic note from either of the two countries.

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

MIGUEL ANGEL CAMPA

TIAS 2966
Mar. 8 and 25,
1954

COLÓN FREE ZONE

Sump-Pump Station

**Agreement between the
UNITED STATES OF AMERICA
and PANAMA**

- Effectuated by Exchange of Notes
Signed at Panamá March 8 and 25, 1954
- Entered into force March 25, 1954

The American Ambassador to the Panamanian Acting Minister for Foreign Affairs

AMERICAN EMBASSY

No. 236

Panamá, R. P., March 8, 1954

EXCELLENCY:

In connection with the pending development by the Government of the Republic of Panamá of the Colón sewerage system in the Colón Free Zone area, I have the honor to state that the Canal Zone Government is interested in utilizing the said system to serve certain sewage disposal needs of the Camp Bierd and Old Cristóbal areas in the Canal Zone, and that the needs of the Canal Zone Government in this regard could be served economically by the enlargement of the proposed sump-pump station in the Free Zone area, by the enlargement of the discharge line therefrom, and by the installation of a collecting or inflow line from the Canal Zone areas involved to said sump-pump station.

In view of the foregoing and pursuant to the request of the Canal Zone Government, I therefore am authorized by my Government to propose that an agreement be entered into between the Government of the United States of America and the Government of the Republic of Panamá containing the following provisions:

1. The two contracting Governments mutually agree that the proposed sump-pump station and discharge line in the Colón Free Zone area shall be enlarged, at the expense of the United States, to the extent and in a manner mutually satisfactory to the authorized representatives of the two Governments, who for this and other purposes of this agreement shall be the Governor of the Canal Zone and the Minister for Foreign Affairs, respectively, or their designated representatives.

2. The United States shall be authorized to construct, in due course, at its expense, a collecting or inflow line from the Canal Zone to the said sump-pump station; and the Republic of Panamá agrees that said line may be laid in street, sidewalk, or other areas, owned by the Government of Panamá. The said inflow line shall serve Canal Zone areas only, except as may be mutually agreed upon by the authorized representatives of the two Governments.

3. All facilities constructed or installed under this agreement in the City of Colón shall be owned by the Republic of Panamá as part of the Colón sewerage system.

4. The United States shall bear its appropriate share of the annual cost of operation and maintenance of the facilities referred to in this agreement. In the case of the sump-pump station and discharge line, said share shall bear the same ratio to the total annual cost of operation and maintenance of the said facilities as the area in the Canal Zone served by the sump-pump station bears to the total area so served, unless the authorized representatives of the two Governments shall mutually agree upon some other means of determining the said share in whole or in part. In the case of the inflow line from the Canal Zone, the United States shall maintain the line entirely at its expense so long as the line serves the Canal Zone only; and if the line should at any time be used to serve Colón areas also, the United States shall bear its appropriate share of the annual cost of maintenance of the line, said share to be determined on a use basis in such manner as may be mutually agreed upon by the authorized representatives of the two Governments.

5. The Republic of Panamá agrees to the continuous use by the United States of the sewerage facilities involved, in accordance with the provisions of this agreement.

I shall appreciate receiving an expression from Your Excellency's Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

I am entirely in accord with the oral suggestion made by His Excellency, the Minister for Foreign Affairs, by way of informally replying to Embassy Note No. 215 of November 16, 1953, that all previous correspondence on this subject (i. e., Embassy Note No. 197 of June 15, 1953; Foreign Office Note D. P. No. 867 of July 31, 1953; and the above-mentioned Embassy Note No. 215) be regarded henceforth as preliminary to this agreement.

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

SELDEN CHAPIN

His Excellency

CATALINO ARROCHA GRAELL,
Acting Minister for Foreign Affairs.

The Panamanian Minister for Foreign Affairs to the American Ambassador

D. P. N° 337

MINISTERIO DE
RELACIONES EXTERIORES

PANAMÁ, 25 de marzo de 1954.

SEÑOR EMBAJADOR:

Tengo a honra acusar recibo de la atenta nota de Vuestra Excelencia N° 236, de 8 del corriente, la cual dice así:

"En relación con la proyectada instalación por el Gobierno de Panamá de un sistema de alcantarillado en el área de la Zona Libre de Colón, tengo el honor de manifestar que el Gobierno de la Zona del Canal está interesado en utilizar dicho sistema para atender necesidades de albañales de las áreas de Camp Bierd y Viejo Cristóbal en la Zona del Canal, y que las necesidades del Gobierno de la Zona del Canal en este particular pueden ser atendidas económicamente mediante el ensanche de la proyectada estación-bomba-sumidero en el área de la Zona Libre, con la ampliación de una tubería de descargar de la misma, y con la instalación de una tubería colectora o de entrada desde las áreas de la Zona del Canal hasta dicha estación bomba-sumidero.

En vista de lo anterior, y atendiendo solicitud del Gobierno de la Zona del Canal, estoy, por tanto, autorizado por mi Gobierno para proponer que se celebre un convenio entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá, contentivo de las siguientes estipulaciones:

1. Los dos Gobiernos contratantes convienen mutuamente que la proyectada estación bomba-sumidero y tubería de desague en el área de la Zona Libre de Colón serán ensanchados, a costa de los Estados Unidos, hasta el punto y manera que sean mutuamente satisfactorios a los representantes de los dos Gobiernos, quienes para este y otros fines de este convenio serán el Gobernador de la Zona del Canal y el Ministro de Relaciones Exteriores, respectivamente ó los representantes que ellos designen.

2. Los Estados Unidos serán autorizados para construir, en su debida oportunidad, a su costa, una tubería colectora o de entrada desde la Zona del Canal hasta la mencionada estación bomba-sumidero; y la República de Panamá conviene en que dicha tubería podrá ser instalada en calles, aceras u otras áreas de propiedad del Gobierno de Panamá. Dicha tubería de entrada servirá a las áreas de la Zona del Canal únicamente, salvo lo que mutuamente convengan los representantes autorizados de los dos Gobiernos.

3. Todas las obras construidas o instaladas de conformidad con este convenio en la Ciudad de Colón serán de propiedad de la República de Panamá como parte del sistema de alcantarillado de Colón.

4. Los Estados Unidos sufragarán su parte correspondiente del costo anual de funcionamiento y mantenimiento de las facilidades a que se refiere este Convenio. En el caso de la estación de la bomba de sumidero y tubería de desague, dicha parte tendrá, en cuanto al costo total de funcionamiento y mantenimiento de dichas facilidades, la misma proporción que tiene el área de la Zona del Canal a la cual preste servicios la estación de bomba de sumidero con el área total a la cual se presta el servicio, a menos que los representantes de los dos Gobiernos convengan mutuamente en algún medio para determinar dicha participación total o parcialmente. En el caso de la tubería de entrada desde la Zona del Canal, los Estados Unidos mantendrán la tubería enteramente a su costa mientras dicha tubería sirva solamente a la Zona del Canal; y si fuera empleada dicha tubería en cualquier momento para servir también a las áreas de Colón, el Gobierno de los Estados Unidos sufragará la parte correspondiente del costo anual del mantenimiento de la tubería, participación que se determinará a base de uso en la forma que se convenga mutuamente entre los representantes autorizados de los dos Gobiernos.

5. La República de Panamá conviene en el uso continuo por los Estados Unidos de América de las facilidades de alcantarillado en que se trata, de acuerdo con las estipulaciones de este Convenio."

En respuesta, tengo el honor de manifestar que el Gobierno de la República de Panamá considera aceptable la propuesta formulada en la nota de Vuestra Excelencia, y que estas dos comunicaciones, constituyen un Convenio con respecto a este asunto, en vigor desde esta fecha.

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

J R GUIZADO

J. R. Guizado,

Ministro de Relaciones Exteriores.

Su Excelencia

SELDEN CHAPIN

Embajador de los Estados Unidos de América

Presente.-

Translation

D. P. No. 337

MINISTRY OF FOREIGN AFFAIRS

PANAMA, March 25, 1954.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 236 of the 8th of this month, which reads as follows:

[For the English language text of the note, see *ante*, p. 783.]

In reply, I have the honor to state that the Government of the Republic of Panama considers that the proposal made in Your Excellency's note is acceptable and that these two communications constitute an Agreement on this matter, in force from this date.

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

J R GUIZADO

J. R. Guizado

Minister for Foreign Affairs.

His Excellency

SELDEN CHAPIN,

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

MILITARY ASSISTANCE

**Agreement between the
UNITED STATES OF AMERICA
and IRAN**

- Effectuated by Exchange of Notes
Signed at Tehran April 24, 1952
- Entered into force April 24, 1952

The Prime Minister of Iran to the American Ambassador

جناب آقای سفیر کبیر

در تعمیب مذکورات شناختی لازم است باستحضار آن جناب برمانم که دولت این جانب نظر پر صعیبات مانی و انتقادی کنک را که دولت معتبره آن جناب حاضراست باهمن کشور بنماید استقبال میکند و تا آنجا که منابع نزول و اوضاع معمو ایران اجازه دهد از اصول منشور ممل متحدد پشتیبانی و دفاع مینماید و همچنین برای تقویت استعداد دفاعی خود آنچه میتواند میکند و از هر طرف که مورد حمله قرار گرد با تمام قوا از آزادی واستقلال خود دفاع خواهد کرد.

موقع را برای تجدید احترامات فائقه مختارم میشمارم

نخست وزیر

جناب آقای لوی هندرسن
سفیر کبیر کنسول های متعده آمریکا
طهران

*Translation*1814
2/4/1331 [4/24/52]

THE PRIME MINISTER

HIS EXCELLENCY THE AMBASSADOR:

Pursuant to our conversation, I consider it necessary to inform Your Excellency that in view of financial and economic conditions my Government welcomes the aid that your Government is prepared to give us. We will back and defend the principles of the United Nations Charter [1] to the full extent that the financial resources and the general conditions of Iran permit. We will also do everything we can to strengthen our capabilities of defense and we will defend our freedom and independence with all our strength against any attack that may come from any direction.

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

Dr. MOHAMMED MOSADEQ
Prime Minister

His Excellency LOY HENDERSON,
Ambassador of the United States of America,
Tehran.

The American Ambassador to the Prime Minister of Iran

TEHRAN, IRAN, April 24, 1952

EXCELLENCY:

I have received Your Excellency's note to me of April 24, 1952, and take pleasure in informing Your Excellency that I am apprising the Government of the United States of its contents.

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

LOY W. HENDERSON
Ambassador of the United States of America

His Excellency
Doctor MOHAMMED MOSADEQ,
Prime Minister of Iran,
Tehran.

¹ Treaty Series 993; 59 Stat. 1031.

TIAS 2968
Mar. 8, 1954

GUARANTY OF PRIVATE INVESTMENTS

**Agreement, with Exchange of Notes,
between the UNITED STATES OF AMERICA
and JAPAN**

- Signed at Tokyo March 8, 1954
- Entered into force May 1, 1954

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND JAPAN REGARDING THE GUARANTY
OF INVESTMENTS**

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

Recognizing that economic benefits will accrue to
the United States of America and Japan from the guaranties
by the United States of America of private investments
which may be made in Japan by nationals of the United
States of America pursuant to the provisions of Section
III (b) (3) of the Economic Cooperation Act of 1948, as
amended;¹ and

Desiring to set forth the understandings concerning
such guaranties;

Have agreed as follows:

ARTICLE I

The Government of the United States of America and
the Government of Japan will, upon the request of either
Government, consult respecting projects in Japan proposed
by nationals of the United States of America with regard
to which guaranties under Section III (b) (3) of the
Economic Cooperation Act of 1948, as amended, may be
made or are under consideration.

¹ 62 Stat. 144; 22 U.S.C. § 1509 (b) (3).

ARTICLE II

With respect to guaranties extended by the Government of the United States of America in accordance with the provisions of the Section referred to in Article I to projects which are approved by the Government of Japan, the Government of Japan agrees:

(1) That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Japan will recognize the transfer to the Government of the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the Government of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Japan shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from the Government of Japan;

(2) That yen amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such

guarantees, and that such yen amounts may be used without restriction by the Government of the United States of America for non-military administrative expenditures;

(3) That any claim against the Government of Japan to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

ARTICLE III

This Agreement shall enter into force on the date of receipt by the Government of the United States of America of a note from the Government of Japan [1] stating that Japan has approved the Agreement in accordance with its legal procedures.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

[1] May 1, 1954.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this eighth day of March, one thousand nine hundred fifty-four.

For the United States of America:

JOHN M. ALLISON

For Japan:

KATSUO OKAZAKI

[SEAL]

[SEAL]

アメリカ合衆国のために
日本国のために

John M. Allison

岡崎勝男

以上の証拠として、署名のために正当に委任された両政府の代表者は、この協定に署名した。

本語により本書二通を作成した。

千九百五十四年三月八日に東京で、ひとしく正文である英語及び日

する。両政府が相当な期間内に合意によつて当該請求権について解決することができない場合には、相互間の合意によつて選定される一人の仲裁人に最終的の且つ拘束力のある裁定のため付託する。両政府が三箇月の期間内にその選定について合意することができない場合には、当該仲裁人は、いずれか一方の政府の要請に基き国際司法裁判所長が指定する者とする。

第三条

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ことを通知する日本国政府の公文を、アメリカ合衆国政府が受領した日に効力を生ずる。

(3)

するその者の請求権又は訴訟の原因についてのアメリカ合衆国政府による代位を承認する。日本国政府は、また、当該保証の対象となる損失に対して日本国政府の与える補償額が当該保証に基きアメリカ合衆国政府に移転することを承認する。

(2)

当該保証に基いてアメリカ合衆国政府が取得する円価額には、その取得の時に、当該保証を受ける投資行為と同様の合衆国の国民の投資行為から生ずる私人の資金に与えられる待遇よりも不利でない待遇が与えられ、当該円価額は、アメリカ合衆国政府が非軍事的行政事務費として自由に使用することができる。

当該保証に基く支払の結果アメリカ合衆国政府が代位することがある日本国政府に対する請求権は、両政府間の直接の交渉の主題と

資の計画で、改正後の千九百四十八年の経済協力法第百十一条(b)(3)に基く保証を考慮されているもの又はその保証を受けることがあるものに關して協議するものとする。

第二条

日本国政府は、同政府が承認する計画に対してもアメリカ合衆国政府が第一条にいう経済協力法の当該条項の規定に従つて与える保証に關し、次のこととに同意するものとする。

- (1) アメリカ合衆国政府が当該保証に基き合衆国ドルによる支払をいすれかの者に対して行う場合には、日本国政府は、その支払の原因が生じた資産、通貨、貸付金その他の財産に対するその者の権利、権原又は利益のアメリカ合衆国政府への移転及びこれに關連して生

投資の保証に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国政府及び日本国政府は、

日本国においてアメリカ合衆国の国民が行うことがある私的投資に対する改正後の千九百四十八年の経済協力法第百十一条(b)(3)の規定に基くアメリカ合衆国による保証が、アメリカ合衆国及び日本国に經濟的利益をもたらすことを認め、

その保証に関する了解を定めることを希望して、

次のとおり協定した。

第一条

アメリカ合衆国政府及び日本国政府は、いずれか一方の政府の要請があつたときは、アメリカ合衆国の国民が提案した日本国における投

を受けて いる投資家にアメリカ合衆国政府に対する請求を提起させる目的をもつて、作成されるものであると了解いたします。

貴国政府もまた前記のことを利用されるとときは、閣下がその旨を書簡で確認されれば幸であります。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

昭和二十九年三月八日

日本国外務大臣

岡 滉 勝

日本國駐在アメリカ合衆國特命全權大使 ジョン・M・アリソン閣下

*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、本日署名された投資の保証に関する日本国とアメリカ合衆国との間の協定に言及する光榮を有します。

日本国政府は、アメリカ合衆国の国民が行い、且つ、アメリカ合衆国政府が保証する投資のおおのは、アメリカ合衆国政府が当該保証を与える前に、日本国政府の特定の承認を受ける必要があるものと了解いたします。

日本国政府は、また、外資に関する法律並びに外国為替及び外国貿易管理法に基いて認可された投資に適用される交換不可能性に対する保証契約は、両法律の規定及び条件に基き交換可能な円価額の交換の申請を日本国政府が拒否したとの証拠が提出された場合に限り、保証

*Translation**TOKYO, March 8, 1954***MR. AMBASSADOR,**

[For the English translation of this note, see below.]

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

KATSUO OKAZAKI
*Minister for Foreign Affairs
of Japan*

His Excellency**Mr. JOHN M. ALLISON***Ambassador Extraordinary and Plenipotentiary
of the United States of America to Japan*

*The American Ambassador to the Japanese Minister for
Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY, TOKYO

No. 1327

*March 8, 1954***EXCELLENCY:**

I have the honor to refer to Your Excellency's Note of March 8, 1954, which reads as follows:

"I have the honor to refer to the Agreement signed today between Japan and the United States of America regarding the Guaranty of Investments.

"It is the understanding of my Government that specific approval by the Government of Japan of each investment to be made by nationals of the United States of America, and to be guaranteed by the Government of the United States of America, is required prior to the extension of such guaranty by that Government.

"My Government further understands that guarantees against inconvertibility, covering investments qualifying under the Foreign Investment Law and the Foreign Exchange and Foreign Trade Control Law will be drawn with the intention of creating claims by guaran-

ted investors against the Government of the United States of America only upon the presentation of evidence of refusal by the Government of Japan of applications for the conversion of those yen amounts which are eligible for conversion under the terms and conditions of the aforesaid laws.

"If this is also the understanding of your Government, Your Excellency's Note in confirmation thereof will be appreciated."

I am pleased to confirm, on behalf of the Government of the United States of America, the understandings of the Government of Japan as stated in Your Excellency's Note under reference.

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

[SEAL] JOHN M. ALLISON

His Excellency

KATSUO OKAZAKI

Minister for Foreign Affairs of Japan

TIAS 2969
Mar. 8, 1954

ECONOMIC ARRANGEMENTS

**Agreement, with Official Minutes,
between the UNITED STATES of AMERICA
and JAPAN**

- Signed at Tokyo March 8, 1954
- Entered into force May 1, 1954

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND JAPAN ON ECONOMIC ARRANGEMENTS

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

Having concluded an agreement for the purchase of agricultural commodities^[1] pursuant to Section 550 of the Mutual Security Act of 1951, as amended;^[2]

Recognizing that economic stability is essential to international peace and security;

Considering that the Government of the United States of America is prepared, under this agreement, to utilize yen funds resulting from the aforesaid purchase of agricultural commodities for the purpose of assisting in the development of the industrial production and economic potential of Japan; and

Recognizing that encouragement of private investments in Japan by nationals of the United States of America would also serve the above purpose;

Have agreed as follows:

ARTICLE I

The Government of the United States of America shall, subject to the terms and conditions of any applicable United States legislation, use the yen funds to be deposited in the special account established in accordance with the provisions

¹ Treaties and Other International Acts Series 2959; *ante*, p. 717.

² 67 Stat. 159.

of Article IV of the Agreement between the United States of America and Japan regarding the Purchase of Agricultural Commodities, signed at Tokyo on March 8, 1954, for the following purposes:

(1) The Government of the United States of America will make grants of yen from this account to the Government of Japan subject to such terms as may be mutually agreed upon for assistance to Japanese industry and for other purposes serving to promote Japan's economic capabilities.

Such grants shall aggregate 20 percent of the total deposits in the account resulting from transactions entered into under the aforesaid Agreement, but not to exceed the yen equivalent of Ten Million United States Dollars (\$10,000,000).

(2) The Government of the United States of America may use the remainder of such yen funds without restrictions for the procurement of goods and services in Japan in support of military assistance programs of the United States of America.

ARTICLE II

The Government of Japan shall establish a special account in which will be deposited yen resulting from grants made available by the Government of the United States of America to the Government of Japan.

ARTICLE III

It is agreed that the guaranties by the United States of America of private investments which may be made in Japan

by nationals of the United States of America pursuant to the provisions of Section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended,¹ would encourage such investments and contribute to the promotion of the purposes of this Agreement.

ARTICLE IV

Detailed arrangements which may be necessary for the operation of this Agreement shall be agreed upon between the two Governments.

ARTICLE V

This Agreement shall enter into force on the date of receipt by the Government of the United States of America of a note from the Government of Japan² stating that Japan has approved the Agreement in accordance with its legal procedures.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this eighth day of March, one thousand nine hundred fifty-four.

¹ 62 Stat. 144; 22 U. S. C. § 1509 (b) (3).

² May 1, 1954.

For the United States of America:

JOHN M. ALLISON

For Japan:

KATSUO OKAZAKI

[~~SEAL~~]

[~~SEAL~~]

AGREED OFFICIAL MINUTES
WITH RESPECT TO THE
AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND JAPAN ON ECONOMIC ARRANGEMENTS

It is understood that the term "without restrictions" in Article I, paragraph (2), shall be interpreted, for the purposes of this Agreement, to mean without restrictions as to the method of utilization of such yen funds not to exceed the equivalent of 40 million United States dollars. It is further understood that, in such utilization, due regard shall be paid by the Government of the United States of America in consultation with the Government of Japan to the requirements of Japan for domestic use and commercial exports.

JOHN M. ALLISON

Ambassador Extraordinary
and Plenipotentiary of the
United States of America
to Japan:

KATSUO OKAZAKI

Minister for Foreign Affairs
of Japan:

Tokyo, March 8, 1954

千九百五十四年三月八日に東京で

日本國駐在アメリカ合衆國特命全權大使



日本國外務大臣

岡崎勝男

経済的措置に関する日本国とアメリカ合衆国との間の協定に関する合意された公式議事録

第一条(2)における「自由に」とは、この協定の適用上、四千万合衆国ドルに等しい価額をこえない円資金の使用の方法が自由であることの意味するものと解釈することが了解される。また、アメリカ合衆国政府は、その円資金の使用に当つては、日本国政府と協議して国内使用及び商業輸出に対する日本国の需要について十分な考慮を払わなければならぬことが了解される。

日本国のために

アメリカ合衆国のために

John M. Cannon

岡
時
勝
男

以上の証拠として、署名のために正当に委任された両政府の代表者は、この協定に署名した。

千九百五十四年三月八日に東京で、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。

に対する改正後の千九百四十八年の経済協力法第百十一条(b)(3)の規定に基くアメリカ合衆国による保証は、その私的投资を促進し、及びこの協定の目的の達成に寄与するものであることが合意される。

第四条

この協定の実施のため必要があるときは、両政府の間で細目取極を合意するものとする。

第五条

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ことを通して日本国政府の公文を、アメリカ合衆国政府が受領した日に効力を生ずる。

果として生ずる当該特別勘定の積立金の総額の二十パーセントの額とする。但し、その額は、一千万合衆国ドル（一〇，〇〇〇，〇〇〇ドル）に等しい円価額をこえないものとする。

(2) アメリカ合衆国政府は、アメリカ合衆国の軍事援助計画を支持するための日本国内における物資及び役務の調達のため、当該円資金の残額を自由に使用することができる。

第二条

日本国政府は、アメリカ合衆国政府が日本国政府に対して行う贈与から生ずる円価額を積み立てる特別の勘定を設けるものとする。

第三条

日本国においてアメリカ合衆国の国民が行うことがある私的投資に

次のとおり協定した。

第一条

アメリカ合衆国政府は、千九百五十四年三月八日に東京で署名された農産物の購入に関するアメリカ合衆国と日本国との間の協定第四条の規定に基いて設ける特別勘定に積み立てられる円資金を、合衆国関係法令の規定及び条件に従つて、次の目的のために使用するものとする。

(1) アメリカ合衆国政府は、日本国の工業の援助のため、及び日本国の経済力の増強に資する他の目的のため、相互間で合意する条件に従つて、前記の特別勘定から円価額を日本国政府に贈与するものとする。その贈与の合計額は、前記の協定に基いて行われる取引の結

経済的措置に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国政府及び日本国政府は、

改正後の千九百五十一年の相互安全保障法第五百五十条にそつて農産物の購入のための協定を締結したことに伴い、

経済の安定が国際の平和及び安全保障に欠くことができないことを認め、

アメリカ合衆国政府が、日本国の工業生産及び潜在的経済力の発展を援助する目的で、前記の農産物の購入の結果として生ずる円資金を、この協定に基いて利用する用意を有することを考慮し、

アメリカ合衆国の国民が日本国で行う私的投資の促進もまた前記の目的に資することを認めて、

TIAS 2970
July 21 and
Sept. 23, 1952

MILITARY ADVISORY MISSION TO BRAZIL

Agreement between the
UNITED STATES OF AMERICA
and **BRAZIL**

Extending Agreement of
July 29, 1948

- Effectuated by Exchange of Notes
Signed at Washington July 21 and
September 23, 1952
- Entered into force September 23, 1952;
operative retroactively July 29, 1952

The Brazilian Chargé d'Affaires ad interim to the Secretary of State

EMBAIXADA DOS
ESTADOS UNIDOS DO BRASIL

Nº 368/520.1(22)

WASHINGTON, em 21 de julho de 1952.

SENHOR SECRETÁRIO DE ESTADO,

Tenho a honra de levar ao conhecimento de Vossa Excelênciia que, vencendo-se a 28 de julho do corrente ano o prazo de vigência do acôrdo sôbre operações combinadas, concluído entre o governo do Brasil e o governo dos Estados Unidos da América, por troca de notas datadas de 26 de abril de 1948, o meu governo acaba de enviar-me instruções no sentido de significar a Vossa Excelênciia o seu desejo de que o referido acôrdo seja prorrogado por um período idêntico ao estipulado em seu artigo nº 2.

2. Nessas condições, e considerando os bons resultados colhidos com a cooperação da Missão Militar dos Estados Unidos da América junto à Escola Superior de Guerra no Rio de Janeiro, muito agradecearia a Vossa Excelênciia o obséquio de informar-me sôbre se o governo americano concordaria em prorrogar, nos mesmos termos e condições, o acôrdo mencionado.

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

A. DE MELLO-FRANCO
Afranio de Mello-Franco,
Encarregado de Negócios, a. i.

A Sua Excelênciia o Senhor DEAN ACHESON,
Secretário de Estado dos Estados Unidos da América.

Translation

EMBASSY OF THE
UNITED STATES OF BRAZIL
WASHINGTON, July 21, 1952.

No. 368/520.1(22)

MR. SECRETARY OF STATE,

I have the honor to inform Your Excellency that, in view of the fact that the agreement on combined operations concluded between the Government of Brazil and the Government of the United States

of America through an exchange of notes dated April 26, 1948 [¹] will expire on July 28 of the current year, my Government has just instructed me to express to Your Excellency its desire that the said agreement be extended for a period identical with the one stipulated in article 2 thereof.

2. Consequently, and considering the good results achieved through the cooperation of the United States Military Mission with the Superior War College at Rio de Janeiro, I should greatly appreciate it if Your Excellency would be good enough to inform me whether the American Government would be agreeable to extending the aforesaid agreement on the same terms and conditions.

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

A. DE MELLO-FRANCO
Afranio de Mello-Franco,
Charge d'Affaires ad interim.

His Excellency
DEAN ACHESON,
*Secretary of State of the
United States of America.*

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Sep 23 1952

EXCELLENCY:

I have the honor to refer to the Embassy's note No. 368/520.1(22) of July 21, 1952 in which was conveyed the request of your Government for the renewal of the Agreement between the Governments of the Republic of Brazil and the United States of America providing for the assignment of a United States Military Advisory Mission to Brazil, entered into on July 28,[²] 1948.

I note that your Government desires to renew this Agreement for a period of four years, the renewal to commence upon the termination of the present Agreement on July 29, 1952. I am pleased to inform you that this arrangement is agreeable to this Government notwithstanding the provision of Article 3 of the Agreement now in force.

¹ The Agreement was signed July 29, 1948. Treaties and Other International Acts Series 1778; 62 Stat., pt. 2, p. 2125.

² Should read "July 29,".

July 21, 1952
Sept. 23, 1952

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

For the Secretary of State:
EDWARD G. MILLER, Jr.

His Excellency

WALTHER MOREIRA SALLES,
Brazilian Ambassador.

TIAS 2971
Oct. 31, and FOREIGN SERVICE PERSONNEL
Nov. 12, 1952

Free Entry Privileges

Agreement between the
UNITED STATES OF AMERICA
and URUGUAY

- Effectuated by Exchange of Notes
Signed at Washington October 31
and November 12, 1952
- Entered into force November 12, 1952

The Secretary of State to the Ambassador of Uruguay

DEPARTMENT OF STATE
WASHINGTON

October 31 1952

EXCELLENCY:

I have the honor to refer to conversations between representatives of the Uruguayan Embassy and the Department of State looking toward the formulation of a reciprocal agreement which would accord Uruguayan and American diplomatic and consular personnel stationed in the country of the other more liberal exemptions from customs duties and related taxes.

In this regard, the Government of the United States is prepared to conclude an agreement with the Government of Uruguay by an exchange of notes providing, on the basis of reciprocity, that all United States of America and Uruguayan diplomatic and consular officers of career and members of their families living with them, as well as employees of the sending state, specifically appointed or assigned by the sending state to serve in its respective diplomatic or consular offices, who are nationals of the sending state and not engaged in any other occupation for gain in the country of the other, shall be accorded free entry privileges upon arrival to take up their duties, and upon return from leave of absence 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 the United States and Uruguay.

If the foregoing is agreeable to the Government of the Oriental Republic of Uruguay, my Government will consider this note and your reply note concurring therein as concluding an agreement between our respective Governments on this subject.

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

For the Secretary of State:

THOMAS C. MANN

His Excellency

Senor Dr. José A. MORA,
Ambassador of Uruguay.

*The Ambassador of Uruguay to the Secretary of State*EMBAJADA DEL URUGUAY
WASHINGTON, D. C.

NOVEMBER 12, 1952.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of October 31, 1952 concerning the representatives of the Uruguayan Embassy and the Department of State looking toward the formulation of a reciprocal agreement which would accord Uruguayan and American diplomatic and consular personnel stationed in the country of the other more liberal exemptions from customs duties and related taxes.

I am pleased to learn that, in this regard, the Government of the United States is prepared to conclude an agreement with the Government of Uruguay by an exchange of notes providing, on the basis of reciprocity, that all United States of America and Uruguayan diplomatic and consular officers of career and members of their families living with them, as well as employees of the sending state, specifically appointed or assigned by the sending state to serve in its respective diplomatic or consular offices, who are nationals of the sending state and not engaged in any other occupation for gain in the country of the other, shall be accorded free entry privileges upon arrival to take up their duties, and upon return from leave of absence 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 the United States and Uruguay.

In accordance with the last statement of your note, my Government agrees with your Government in considering that your note and my reply note should be regarded as conclusive to an agreement between our respective Governments on this subject.

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

José A MORA

His Excellency

The Secretary of State

Honorable DEAN ACHESON,
Washington.

FRIENDSHIP, COMMERCE AND CONSULAR RIGHTS

TIAS 2972
June 2, 1953

**Agreement between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC
OF GERMANY**

**Modifying Treaty of December 8,
1923, as Amended**

- Effectuated by Exchange of Notes
Signed at Washington June 2, 1953
- Entered into force June 2, 1953

*The Secretary of State to the Chargé d'Affaires of the Federal
Republic of Germany*

DEPARTMENT OF STATE
WASHINGTON

June 2 1953

SIR:

I refer to various discussions which have taken place concerning the liability of German nationals to compulsory service in the armed forces of the United States, and to the problem presented to this Government in carrying out the provisions of Article VI of the Treaty of Friendship, Commerce and Consular Rights signed at Washington on December 8, 1923,[¹] in the light of the Universal Military Training and Service Act of 1951.[²] The Act provides that aliens admitted to the United States for permanent residence shall be subject to induction on the same terms as United States citizens.

In view of this situation, I wish to inform you of the desire of this Government to modify the said Treaty as provided in Article XXXI thereof, by omitting the said Article VI, and I herewith request you to notify your Government that, beginning one year from the date of this note, the Government of the United States will consider the said Article VI to be no longer an operative part of the said Treaty of 1923.

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

For the Secretary of State:

G. W. LEWIS

Dr. HEINZ L. KREKELER,
*Charge d'Affaires of the
Federal Republic of Germany.*

¹ Treaty Series 725; 44 Stat., pt. 8, p. 2132. See also TS 897; 49 Stat., pt. 2, p. 3258.

² 65 Stat. 75; 50 U.S.C. app. § 451 *et seq.*

*The Chargé d'Affaires of the Federal Republic of Germany to the
Secretary of State*

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
1742-44 R STREET, NORTHWEST
WASHINGTON 9, D.C.

JUNE 2, 1953

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's note, dated June 2, 1953, by which the American Government serves notice of its desire to modify the Treaty of Friendship, Commerce, and Consular Rights signed at Washington, December 8, 1923, by omitting Article VI of the Treaty in accordance with the provisions contained in Article XXXI thereof.

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

HEINZ L KREKELER
Heinz L. Krekeler
*Chargé d'Affaires
of the
Federal Republic of Germany*

His Excellency

JOHN FOSTER DULLES
Secretary of State
Washington, D. C.

TIAS 2973
May 7, 1954

DEFENSE

Facilities Assistance Program

Agreement between the UNITED STATES OF AMERICA and NORWAY

- Effectuated by Exchange of Notes
Signed at Oslo May 7, 1954
- Entered into force May 7, 1954

The American Ambassador to the Norwegian Minister for Foreign Affairs

AMERICAN EMBASSY

Oslo, May 7, 1954

No. 314

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Norway to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950, [¹] as supplemented by an exchange of notes dated January 8, 1952, [²] and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Norway to produce propellants and explosives, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries. [³]

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Norway undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of propellants and explosives against any North Atlantic Treaty country in terms of the price charged, the quality made available, delivery dates, or in any other manner.
 - (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.

¹ Treaties and Other International Acts Series 2016: 1 UST 106.

² TIAS 2616; 3 UST, pt. 4, p. 4639.

³ See TIAS 1964; 63 Stat., pt. 2, p. 2241; and TIAS 2390; 3 UST, p. 43.

- (c) It will furnish all of the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the Government of Norway undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total production capacity for propellants and explosives which shall be not less than the aggregate of that now existing and that already programmed for construction in Norway, whether under private or public ownership.
- (3) The undertakings in Paragraph 1 (B) and in Paragraph 2 with respect to the maintenance of facilities is subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the Norwegian Government may, after consultation with the United States Government, modify this undertaking to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Norway such production equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.
- (5) In carrying out the facilities assistance program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Norway, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement from the Government of Norway under the offshore procurement program of equipment to be furnished by the United States Government, and the transfer of such equipment to the Government of Norway in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the Government of Norway, the present note and your note in reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

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

L. CORBIN STRONG

His Excellency

HALVARD M. LANGE,

Royal Norwegian Minister for Foreign Affairs,

Oslo.

The Norwegian Minister for Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES
AFFAIRES ÉTRANGÈRES

OSLO, 7th May, 1954.

EXCELLENCY,

I have the honour to acknowledge receipt of your Excellency's note of to-day's date which reads as follows:

"I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Norway to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950, as supplemented by an exchange of notes dated January 8, 1952, and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Norway to produce propellants and explosives, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Norway undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of propellants and explosives against any North Atlantic Treaty country in terms of the price charged, the quality made available, delivery dates, or in any other manner.

- (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.
 - (c) It will furnish all of the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the Government of Norway undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total production capacity for propellants and explosives which shall be not less than the aggregate of that now existing and that already programmed for construction in Norway, whether under private or public ownership.
- (3) The undertakings in Paragraph 1 (B) and in Paragraph 2 with respect to the maintenance of facilities is subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the Norwegian Government may, after consultation with the United States Government, modify this undertaking to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Norway such production equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.

(5) In carrying out the facilities assistance program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Norway, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement from the Government of Norway under the offshore procurement program of equipment to be furnished by the United States Government, and the transfer of such equipment to the Government of Norway in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the Government of Norway, the present note and your note in reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments."

In reply I have the honour to confirm that the provisions set forth in the said note are acceptable to the Norwegian Government and that they agree with your proposal that your note and this reply shall constitute an agreement between our two Governments on this subject, which shall enter into force on the date of this note.

Accept, Excellency, the assurance of my highest consideration.

HALVARD LANGE

His Excellency

Mr. L. CORRIN STRONG,
*Ambassador of the United
States of America,
Etc. etc. etc.*

TIAS 2974
Jan. 12 and
20, 1954 **TECHNICAL COOPERATION**

**Erosion Control and Soil
Conservation Programs in
British Caribbean Area**

**Agreement between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND**

- Effectuated by Exchange of Notes
Signed at Washington January 12
and 20, 1954
- Entered into force January 20, 1954

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE

WASHINGTON

January 12 1954

EXCELLENCY:

I have the honor to refer to the Agreement for Technical Cooperation Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland in Respect of the Territories for the International Relations of which the Government of the United Kingdom are Responsible, signed at London on July 13, 1951 [¹] (referred to below as the "General Agreement"), and to requests made pursuant thereto of the Government of the United States for technical assistance to the Governments of the Windward Islands, Barbados, and Trinidad and Tobago (referred to below as the "recipient Governments") in the general agricultural field of erosion control and soil conservation. Two programs have been specifically requested in this general field: (1) a preliminary land survey in Saint Lucia and Saint Vincent of the Windward Islands, British West Indies (referred to below as the "land survey program"), and (2) consulting services in suggesting a program of control of erosion in Barbados, Trinidad, and the Windward Islands (referred to below as the "erosion control program"). The Government of the United States of America, acting through The Institute of Inter-American Affairs of the Foreign Operations Administration, is agreeable to the furnishing of, and will furnish, such assistance to the extent set forth below:

With respect to the land survey program, the Government of the United States will select and assign two soil conservation specialists to make a preliminary survey of approximately three weeks' duration in the Islands of Saint Lucia and Saint Vincent, for the purpose of examining and furnishing to the Government of the Windward Islands a report on the practicability and advisability of undertaking island-wide, pilot-demonstration soil conservation programs in the Islands of Saint Lucia and Saint Vincent, and furnishing estimates of the total costs involved. With respect to the erosion control program, the Government of the United States will select and assign a

^¹ Treaties and Other International Acts Series 2281; 2 UST 1307.

specialist in soil conservation for a period of approximately five months to study the extent of erosion damage in the Windward Islands, Barbados, and Trinidad; to give advice on preliminary erosion control work, and to suggest plans for water control and for the checking of soil erosion. An additional specialist in soil conservation may be selected and assigned by the Government of the United States to assist with the erosion control program if determined by that Government to be needed for satisfactory completion of the program. The specialists so assigned (referred to below as the "specialists") will work in cooperation with the Governments of the territories in which they will be operating.

The Government of the United States will pay the salaries of the aforementioned specialists in accordance with its laws and regulations, and the cost of their travel within the United States. It is understood that the recipient Governments will reimburse the United States Government for the cost of transportation of the specialists from the United States to the respective territories and their return to the United States, as well as the cost of their transportation within and between the Islands, and of their subsistence and travel allowances while outside the United States at rates comparable to those payable under the United States Government Standardized Travel Regulations. It is estimated that the reimbursement of such costs to the United States Government will amount to approximately \$1620 (U.S.) in the case of the land survey program, and \$2480 (U.S.) in the case of the erosion control program. Reimbursement shall be by check in currency of the United States made payable to The Institute of Inter-American Affairs of the Foreign Operations Administration. It is further understood that the recipient Governments will make available to the specialists suitable office space, office equipment, secretarial assistance, furnishings and supplies (including any demonstration equipment required for carrying out the programs); will pay the costs of their official communications within and between the Islands; will assist the specialists in making arrangements for transportation and housing as required in connection with their work; and will furnish collaborating personnel as required.

It is further understood that the recipient Governments will furnish the specialists with any credentials necessary to facilitate their movements within and between the territories in which they will be operating.

The provisions of the General Agreement are applicable to the activities to be carried on hereunder. Any funds, materials and equipment introduced into the Islands for the purpose of carrying out activities hereunder shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

The specialists assigned to duties pursuant hereto and accompanying members of their families shall be exempt from all income taxes and social security taxes levied under the laws of the United Kingdom and the recipient Governments with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. The specialists and any accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into the Islands for their own use, as is accorded by the Government of the United Kingdom to consular personnel of the United States in the British Territories of the Caribbean area.

If Your Excellency's Government agrees to the aforementioned conditions and procedures on behalf of the recipient Governments, the Government of the United States of America will consider this note and the reply thereto as constituting an agreement between our two Governments, which shall enter into force on the date of your note in reply and shall remain in force until the completion of the program outlined herein, or until one month after either Government shall have given notice to the other of intention to terminate it, whichever is earlier.

Upon receipt of the aforementioned reply note from the Government of the United Kingdom, the Government of the United States will take such further steps as may be necessary for the assignment of the aforesaid specialists.

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

For the Secretary of State:

LIVINGSTON T. MERCHANT

His Excellency

Sir ROGER MAKINS, K.C.B., K.C.M.G.,
British Ambassador.

*The British Ambassador to the Secretary of State*Ref: 2266/16/54BRITISH EMBASSY,
WASHINGTON, D. C.Note No. 25

20th January, 1954.

SIR,

I have the honour to acknowledge receipt of your Note dated January 12, 1954, the terms of which are as follows:

"I have the honor to refer to the Agreement for Technical Cooperation Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland in Respect of the Territories for the International Relations of which the Government of the United Kingdom are Responsible, signed at London on July 13, 1951 (referred to below as the "General Agreement"), and to requests made pursuant thereto of the Government of the United States for technical assistance to the Governments of the Windward Islands, Barbados, and Trinidad and Tobago (referred to below as the "recipient Governments") in the general agricultural field of erosion control and soil conservation. Two programs have been specifically requested in this general field: (1) a preliminary land survey in Saint Lucia and Saint Vincent of the Windward Islands, British West Indies (referred to below as the "land survey program"), and (2) consulting services in suggesting a program of control of erosion in Barbados, Trinidad, and the Windward Islands (referred to below as the "erosion control program"). The Government of the United States of America, acting through The Institute of Inter-American Affairs of the Foreign Operations Administration, is agreeable to the furnishing of, and will furnish, such assistance to the extent set forth below:

"With respect to the land survey program, the Government of the United States will select and assign two soil conservation specialists to make a preliminary survey of approximately three weeks' duration in the Islands of Saint Lucia and Saint Vincent, for the purpose of examining and furnishing to the Government of the Windward Islands a report on the practicability and advisability of undertaking island-wide, pilot-demonstration soil conservation programs in the Islands of Saint Lucia and Saint Vincent, and furnishing estimates of the total costs involved. With respect to the erosion control program, the Government of the United States will select and assign a specialist in soil conservation for a period of approximately five months to study the extent of erosion damage in the Windward Islands, Barbados, and Trinidad; to give advice on preliminary erosion control work, and to suggest plans for water control and for the

checking of soil erosion. An additional specialist in soil conservation may be selected and assigned by the Government of the United States to assist with the erosion control program if determined by that Government to be needed for satisfactory completion of the program. The specialists so assigned (referred to below as the "specialists") will work in cooperation with the Governments of the territories in which they will be operating.

"The Government of the United States will pay the salaries of the aforementioned specialists in accordance with its laws and regulations, and the cost of their travel within the United States. It is understood that the recipient Governments will reimburse the United States Government for the cost of transportation of the specialists from the United States to the respective territories and their return to the United States, as well as the cost of their transportation within and between the Islands, and of their subsistence and travel allowances while outside the United States at rates comparable to those payable under the United States Government Standardized Travel Regulations. It is estimated that the reimbursement of such costs to the United States Government will amount to approximately \$1620 (U. S.) in the case of the land survey program, and \$2480 (U. S.) in the case of the erosion control program. Reimbursement shall be by check in currency of the United States made payable to the Institute of Inter-American Affairs of the Foreign Operations Administration. It is further understood that the recipient Governments will make available to the specialists suitable office space, office equipment, secretarial assistance, furnishings and supplies (including any demonstration equipment required for carrying out the programs); will pay the costs of their official communications within and between the Islands; will assist the specialists in making arrangements for transportation and housing as required in connection with their work; and will furnish collaborating personnel as required.

"It is further understood that the recipient Governments will furnish the specialists with any credentials necessary to facilitate their movements within and between the territories in which they will be operating.

"The provisions of the General Agreement are applicable to the activities to be carried on hereunder. Any funds, materials and equipment introduced into the Islands for the purpose of carrying out activities hereunder shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

"The specialists assigned to duties pursuant hereto and accompanying members of their families shall be exempt from all income taxes and social security taxes levied under the laws of the United Kingdom

and the recipient Governments with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. The specialists and any accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into the Islands for their own use, as is accorded by the Government of the United Kingdom to consular personnel of the United States in the British Territories of the Caribbean area.

"If Your Excellency's Government agrees to the aforementioned conditions and procedures on behalf of the recipient Governments, the Government of the United States of America will consider this note and the reply thereto as constituting an agreement between our two Governments, which shall enter into force on the date of your note in reply and shall remain in force until the completion of the program outlined herein, or until one month after either Government shall have given notice to the other of intention to terminate it, whichever is earlier.

"Upon receipt of the aforementioned reply note from the Government of the United Kingdom, the Government of the United States will take such further steps as may be necessary for the assignment of the aforesaid specialists."

In reply I have the honour to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland, on behalf of the territories mentioned in your Note under reference, accepts the proposals set forth therein and in accordance with your suggestion, your Note and this reply shall be regarded as constituting an Agreement between our two Governments which shall enter into force on this date.

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

ROGER MAKINS
(Roger Makins)

The Honourable JOHN FOSTER DULLES,
Secretary of State of the United States,
Department of State,
Washington, D. C.

MILITARY ASSISTANCE

TIAS 2975
May 20, 1954

Agreement between the UNITED STATES OF AMERICA and HONDURAS

- Signed at Tegucigalpa May 20, 1954
- Entered into force May 20, 1954

BILATERAL MILITARY ASSISTANCE
AGREEMENT BETWEEN THE GOVERN-
MENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF
HONDURAS

The Governments of the United States of America and of Honduras:

Conscious of their pledges under the Inter-American Treaty of Reciprocal Assistance^[1] and other international instruments to assist any American State subjected to an armed attack and to act together for the common defense and for the maintenance of the peace and security of the Western Hemisphere;

Desiring to foster international peace and security within the framework of the Charter^[2] of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to participate effectively in arrangements for individual and collective self-defense in support of those purposes and principles;

Reaffirming their determination to give their full cooperation to the efforts to provide the United Nations with armed forces as contemplated by the Charter and to obtain agreement on universal regulation and reduction of armaments under adequate guarantee against violation;

Taking into consideration the support that the Government of the United States of America has brought to these principles by enacting legislation which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

CONVENIO BILATERAL DE AYUDA
MILITAR ENTRE EL GOBIERNO DE
LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE HONDURAS

Los Gobiernos de los Estados Unidos de América y de Honduras:

Conscientes de las obligaciones que han asumido de conformidad con el Tratado Interamericano de Ayuda Recíproca y otros instrumentos internacionales para ayudar a cualquier Estado Americano víctima de un ataque armado y actuar conjuntamente en la defensa común y en el mantenimiento de la paz y la seguridad del Hemisferio Occidental;

Deseosos de fomentar la paz y la seguridad internacionales de conformidad con la Carta de las Naciones Unidas por medio de medidas que aumenten la capacidad de las naciones dedicadas a lograr las finalidades y los principios de la Carta para participar eficazmente en acuerdos para la defensa propia y colectiva, en apoyo de dichas finalidades y principios;

Reafirmando su determinación de cooperar plenamente en los esfuerzos de proporcionar fuerzas armadas a las Naciones Unidas como lo prevé la Carta, así como en lograr el acuerdo sobre la reglamentación y reducción universal de armamentos con garantías efectivas contra su infracción;

Tomando en consideración el apoyo que el Gobierno de los Estados Unidos de América ha prestado a esos principios formulando leyes que disponen proporcionar ayuda militar a las naciones que se han unido a ese Gobierno en acuerdos de seguridad colectiva;

¹ Treaties and Other International Acts Series 1838; 62 Stat., pt. 2, p. 1681.

² Treaty Series 993; 59 Stat. 1031.

Desiring to set forth the conditions which will govern the furnishing of such assistance by one Government to the other;

Have agreed as follows:

ARTICLE I

1. Each Government will make or continue to make available to the other, and to such additional governments as the parties hereto may in each case agree upon, such equipment, materials, services, or other military assistance as the Government furnishing such assistance may authorize and in accordance with such terms and conditions as may be agreed. The furnishing of any such assistance as may be authorized by either party hereto shall be consistent with the Charter of the United Nations. Such assistance shall be so designed as to promote the defense of the Western Hemisphere and be in accordance with defense plans under which both Governments will participate in missions important to the defense of the Western Hemisphere. Assistance made available by the Government of the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all the terms, conditions and termination provisions of applicable United States legislation. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Honduras undertakes to make effective use of assistance received from the Government of the United States of America pursuant to this Agreement for the purpose of implementing defense plans, accepted by the two Governments, under which the two Governments will participate in missions

Deseosos de exponer las condiciones que rijan la manera en que se ha de prestar esa ayuda entre uno y otro de los Gobiernos Contratantes;

Convienen en lo siguiente:

ARTICULO I

1. Cada uno de los Gobiernos proporcionará o continuará proporcionando al otro, así como a los demás Gobiernos que acuerden en cada caso ambas partes de este Convenio, los equipos, materiales, servicios u otra ayuda militar que autorice el Gobierno que preste esa ayuda, de conformidad con los términos y condiciones que se acuerden. La prestación de la ayuda que autorice una u otra de las Partes de este Convenio, será compatible con la Carta de las Naciones Unidas. Esta ayuda se destinará de manera que fomente la defensa del Hemisferio Occidental y estará de acuerdo con los planes de defensa conforme a los cuales ambos Gobiernos tomarán parte en misiones importantes para la defensa del Hemisferio Occidental. La ayuda que de conformidad con el presente Convenio preste el Gobierno de los Estados Unidos de América se prestará de acuerdo con las disposiciones, y con subjeción a todos los términos, condiciones y disposiciones sobre terminación de la legislación pertinente de los Estados Unidos de América. Los dos Gobiernos negociarán en su oportunidad los acuerdos detallados necesarios para llevar a efecto las disposiciones de este párrafo.

2. El Gobierno de la República de Honduras se compromete a hacer uso eficaz de la ayuda que reciba del Gobierno de los Estados Unidos de América de conformidad con el presente Convenio con objeto de llevar a efecto los planes de defensa, aceptados por ambos Gobiernos, conforme a los cuales los dos Gobiernos tomarán parte en misiones

important to the defense of the Western Hemisphere, and will not, without the prior agreement of the Government of the United States of America, devote such assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement and no longer required for the purposes for which it was originally made available (except equipment and materials furnished under terms requiring reimbursement) will be returned to the Government which furnished such assistance for appropriate disposition.

4. In the common security interest of both Governments, the Government of Honduras undertakes not to transfer to any person not an officer or agent of such Government, or to any other Government, title to or possession of any equipment, materials, or services furnished to it by the Government of the United States of America under this Agreement, without the prior agreement of the Government of the United States of America.

5. The two Governments will establish procedures whereby the Government of Honduras will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States of America so 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 in the opinion of the Government of the United States of America any such legal process would interfere with the attainment of the objectives of the said program of assistance.

importantes para la defensa del Hemisferio Occidental y, a menos que previamente se obtenga la anuencia del Gobierno de los Estados Unidos de América, no dedicarán esa ayuda a otros fines que no sean aquéllos para los cuales se prestó.

3. Se concertarán arreglos conforme a los cuales los equipos y materiales que se suministren de conformidad con el presente Convenio y que ya no sean necesarios para los fines con que originalmente se facilitaron (excepto los equipos y materiales que se suministraren en condiciones que exijan reembolso) se devolverán al Gobierno que prestó la ayuda para que disponga de ellos como juzgue conveniente.

4. En el interés común de la seguridad de ambos Gobiernos el Gobierno de la República de Honduras se compromete a no traspasar a persona alguna que no sea funcionario o agente de ese Gobierno, así como a ningún otro Gobierno, el título o posesión de ningún equipo, material o servicio que de conformidad con este Convenio le haya suministrado el Gobierno de los Estados Unidos de América sin el previo asentimiento del Gobierno de los Estados Unidos de América.

5. Los dos Gobiernos acordarán la manera en que el Gobierno de la República de Honduras habrá de depositar, separar o garantizar el título a todos los fondos adjudicados o procedentes de cualquier plan de ayuda emprendido por el Gobierno de los Estados Unidos de América de modo que dichos fondos no se vean sujetos a secuestros, embargo, incautación u otro procedimiento judicial entablado por cualquier persona, firma, entidad, corporación, organización o gobierno cuando, en opinión del Gobierno de los Estados Unidos de América, tal procedimiento judicial estorbe la consecución de los objetivos de dicho plan de ayuda.

6. Each Government will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles; services or information furnished by the other Government pursuant to this Agreement.

ARTICLE II

Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

ARTICLE III

The two Governments will, upon request of either of them, negotiate appropriate arrangements relating to the exchange of patent rights and technical information for defense in order to expedite such exchanges and at the same time to protect private interests and maintain security safeguards.

ARTICLE IV

1. The Government of Honduras will make available to the Government of the United States of America Lempiras in an amount to be agreed for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of this Agreement.

The two Governments will forthwith initiate discussions with a view to determining the amount of such Lempiras and to agreeing upon arrangements for the furnishing of such Lempiras.

2. The Government of Honduras will, except as otherwise agreed, grant duty-free treatment and exemption from internal taxation upon importation or exportation to products,

6. Cada uno de los Gobiernos tomará las medidas de seguridad que en cada caso acuerden ambos Gobiernos a fin de prevenir que se revelen o pongan en peligro los materiales, servicios o informes militares secretos proporcionados por el otro Gobierno de conformidad con este Convenio.

ARTICULO II

Cada uno de los Gobiernos tomará medidas adecuadas, compatibles con la seguridad, para mantener al público informado de las gestiones que se lleven a cabo de conformidad con este Convenio.

ARTICULO III

Los dos Gobiernos, a solicitud de cualquiera de ellos, concertarán los acuerdos que sean necesarios en relación con el canje de derechos de patentes de invención e información técnica que se requieran para la defensa a fin de apresurar dichos canjes y de proteger, al mismo tiempo, los intereses particulares y tomar precauciones de seguridad.

ARTICULO IV

1. El Gobierno de la República de Honduras proporcionará al Gobierno de los Estados Unidos de América Lempiras en la cantidad que se acuerde para uso de este último Gobierno en sus gastos de administración y funcionamiento relacionados con la realización de las finalidades de este Convenio.

Los dos Gobiernos iniciarán de inmediato negociaciones con objeto de fijar la cantidad de dichos Lempiras y concertar los acuerdos para proporcionar esos Lempiras.

2. El Gobierno de la República de Honduras, excepto cuando se acuerde lo contrario, concederá el tratamiento de entrada libre de derechos y exención de tributación interna a la importación o exportación de productos,

property, materials or equipment imported into its territory in connection with this Agreement or any similar agreement between the United States of America and any other country receiving military assistance.

3. The operations and expenditures effected in Honduras by or on behalf of the Government of the United States of America for the common defense effort including those carried out as a consequence of any other foreign aid program will be relieved from all taxation. To this end the Government of Honduras will prescribe pertinent procedures satisfactory to both Governments.

ARTICLE V

1. Each Government agrees to receive personnel of the other Government who will discharge responsibilities of the other Government in connection with the implementation of this Agreement. Such personnel will be accorded facilities to observe the progress of assistance furnished pursuant to this Agreement. Such personnel who are nationals of that other country, including personnel temporarily assigned, will, in their relations with the Government of the country to which they are assigned, operate as a part of the Embassy under the direction and control of the Chief of the Diplomatic Mission of the Government of the sending country, and shall be accorded all privileges and immunities conferred by international custom to Embassy personnel of corresponding rank. Privileges and courtesies incident to diplomatic status, such as diplomatic automobile license plates, inclusion on the "diplomatic list", and social courtesies may be waived by the sending Government for its personnel other than the senior military member and the senior Army, Navy and Air Force officer and their respective immediate deputies.

bienes, materiales o equipos que se importe a su territorio en relación con el presente Convenio u otro acuerdo similar entre los Estados Unidos de América y cualquier otro país que reciba ayuda militar.

3. Las operaciones y erogaciones que se hagan en Honduras por el Gobierno de los Estados Unidos de América o en su nombre, para la defensa común, inclusive las que se efectúen como resultado de cualquier otro plan de ayuda extranjera, estarán exentas de toda tributación. A este fin, el Gobierno de Honduras dictará las medidas pertinentes, satisfactorias para ambos Gobiernos.

ARTICULO V

1. Cada uno de los Gobiernos conviene en recibir personal del otro Gobierno para el cumplimiento de las obligaciones del otro Gobierno relacionadas con la ejecución de este Convenio. A dicho personal se le concederán facilidades para observar el adelanto de la ayuda que se preste de conformidad con este Convenio. Ese personal, que se compondrá de nacionales del otro país, inclusive el que se asigne temporalmente, en todas sus relaciones con el Gobierno del país a que haya sido asignado, funcionará como parte de la Embajada y bajo la dirección y jurisdicción del Jefe de la Misión Diplomática del Gobierno del país que lo envíe, y se le otorgarán todas las prerrogativas e inmunidades que el protocolo internacional dispensa al personal de rango correspondiente de las Embajadas. Las prerrogativas y cortesías incidentales a su condición de diplomáticos, tales como las placas de los automóviles, la inserción de sus nombres en la "lista diplomática" y las cortesías sociales pueden ser rescindidas por el Gobierno que envíe tal personal en el caso de aquellos que no sean los Jefes de Misión Militar, Naval y de Fuerza Aérea y sus respectivos suplentes inmediatos.

2. The two Governments will negotiate arrangements for classification of personnel and for appropriate notification thereof to the host Government.

3. The Government of Honduras will grant exemption from import and export duties on articles imported for the personal use of such personnel and of members of their families and will take adequate administrative measures to facilitate and expedite the importation and exportation of the personal property of such individuals and their families.

ARTICLE VI

Existing arrangements relating to Armed Forces missions of the United States of America established under other instruments are not affected by this Agreement and will remain in full force.

ARTICLE VII

In conformity with the principle of mutual aid, under which the two Governments have agreed as provided in Article I, to furnish assistance to each other, the Government of Honduras agrees to facilitate the production and transfer to the Government of the United States of America for such period of time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semi-processed materials required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Honduras and in territories under its sovereignty. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Honduras.

2. Ambos Gobiernos negociarán acuerdos para la clasificación del personal y para la debida notificación que en este respecto se hará al Gobierno que lo reciba.

3. El Gobierno de la República de Honduras concederá la exención de derechos de importación y exportación a los artículos que se importen para el uso personal de los miembros de dicho personal y los miembros de sus familias, y adoptará las medidas administrativas adecuadas para facilitar y acelerar la importación y exportación de los efectos personales de esas personas y de sus familias.

ARTICULO VI

Los convenios vigentes en virtud de otros instrumentos en relación con Misiones de las Fuerzas Armadas de los Estados Unidos de América, no serán afectados por el presente Convenio y permanecerán en pleno vigor.

ARTICULO VII

De conformidad con el principio de ayuda mutua, en virtud del cual los dos Gobiernos han convenido en lo que dispone el Artículo I, para prestarse ayuda recíproca, el Gobierno de Honduras conviene en facilitar la producción, y el traspaso al Gobierno de los Estados Unidos de América durante ese período, en las cantidades y en los términos y condiciones que se acuerden, las materias primas y materiales semielaborados que necesiten los Estados Unidos de América con motivo de deficiencia o de posible deficiencia en sus propios recursos, y que pueda haber disponibles en Honduras y en los territorios bajo su soberanía. Los acuerdos para esos traspasos se concertarán tomando debidamente en cuenta las necesidades razonables de consumo interno y de las exportaciones comerciales de Honduras.

ARTICLE VIII

In the interest of their mutual security, the Government of Honduras will cooperate with the Government of the United States of America in measures designed to control trade with nations which threaten the security of the Western Hemisphere.

ARTICLE IX

The two Governments reaffirm their determination to join in promoting international understanding and goodwill and maintaining world peace, to proceed as may be mutually agreed upon to eliminate causes of international tension, and to fulfill the military obligations assumed under multilateral or bilateral agreements and treaties to which both are parties. The Government of Honduras will make the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its defensive strength as well as that of the free world, and will take all reasonable measures which may be needed to develop its defense capacities.

ARTICLE X

Whereas this Agreement, having been negotiated and concluded on the basis that the Government of the United States of America will extend to the other party thereto the benefits of any provision in a similar agreement concluded by the Government of the United States of America with any other American Republic, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that its provisions may conform, in whole or in part, to the corresponding provisions of any similar Military Assistance Agreement, or agreements amendatory thereto, concluded with an American Republic.

ARTICULO VIII

En interés de su seguridad mutua el Gobierno de Honduras cooperará con el Gobierno de los Estados Unidos de América en medidas tendientes a regular el comercio con las naciones que amenacen la seguridad del Hemisferio Occidental.

ARTICULO IX

Los dos Gobiernos reafirman su decisión de fomentar conjuntamente el entendimiento y la buena voluntad internacionales y de mantener la paz mundial, así como de proceder como se convenga de mutuo acuerdo para eliminar las causas de tensión internacional, y de cumplir con las obligaciones militares contraídas conforme a convenios o tratados multilaterales o bilaterales de los cuales ambas partes son signatarias. El Gobierno de Honduras contribuirá plenamente en el grado que le permitan sus recursos humanos y materiales, sus facilidades y sus condiciones económicas en general, para acrecentar y mantener su fuerza defensiva así como la del mundo libre y tomará toda medida razonable que sea necesaria para acrecentar su propia capacidad de defensa.

ARTICULO X

Considerando que este Convenio ha sido negociado y concertado a base de que el Gobierno de los Estados Unidos de América hará extensivos a la otra Parte signataria los beneficios de toda disposición de algún convenio semejante concertado por el Gobierno de los Estados Unidos de América con otra república americana, se entiende que el Gobierno de los Estados Unidos de América no objetará a que se enmiende este Convenio de modo que sus disposiciones se ajusten, en su totalidad o en parte, a las disposiciones correspondientes de cualquiera otro Convenio semejante de Ayuda Militar, o convenios que los enmienden, concertados con una república americana.

ARTICLE XI

1. This Agreement shall enter into force on the date of signature, and shall continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Article I, paragraphs 2 and 4 and arrangements made pursuant to the provisions of Article I, paragraphs 3, 5 and 6 and of Article III shall remain in force unless otherwise agreed by the two Governments.

2. The two Governments shall, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. This Agreement shall be registered with the Secretary General of the United Nations.

DONE in duplicate, in the English and Spanish languages, at Tegucigalpa, D. C., on the twentieth day of May, nineteen hundred, fifty four.

ARTICULO XI

1. Este Convenio entrará en vigor en la fecha en que se subscriba y permanecerá en vigencia hasta un año después en que una u otra de las Partes contratantes reciba de la otra aviso por escrito de su intención de terminarlo, excepto que las disposiciones de los párrafos 2 y 4 del Artículo I, y los arreglos concertados de conformidad con los párrafos 3, 5 y 6 del Artículo I, y las del Artículo III, permanecerán en vigor, a menos que ambos Gobiernos convengan en lo contrario.

2. A solicitud de uno u otro de los dos Gobiernos, ambos se consultarán en relación con todo asunto que se refiera a la aplicación o enmienda de este Convenio.

3. Este Convenio se registrará en el despacho del Secretario General de las Naciones Unidas.

DADO en duplicado en las lenguas Inglesa y Castellana en Tegucigalpa, D. C., a los veinte días de Mayo de mil novecientos cincuenta y cuatro.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WHITING WILLAUER

[SEAL]

POR EL GOBIERNO DE LA REPUBLICA DE HONDURAS:

J. E. VALENZUELA.

TIAS 2976
May 19, 1954 **MUTUAL DEFENSE ASSISTANCE**

**Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN**

- Signed at Karachi May 19, 1954
- Entered into force May 19, 1954

MUTUAL DEFENCE ASSISTANCE AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN

MUTUAL DEFENCE ASSISTANCE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN

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

Desiring to foster international peace and security within the framework of the Charter of the United Nations^[1]through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to participate effectively in arrangements for individual and collective self-defence in support of those purposes and principles ;

Reaffirming their determination to give their full co-operation to the efforts to provide the United Nations with armed forces as contemplated by the Charter and to participate in United Nations collective defence arrangements and measures, and to obtain agreement on universal regulation and reduction of armaments under adequate guarantee against violation or evasion ;

Taking into consideration the support which the Government of the United States has brought to these principles by enacting the Mutual Defence Assistance Act of 1949, as amended,^[2]and the Mutual Security Act of 1951, as amended ;^[3]

Desiring to set forth the conditions which will govern the furnishing of such assistance ;

Have agreed :

ARTICLE I

1. The Government of the United States will make available to the Government of Pakistan such equipment, materials, services or other assistance as the Government of the United States may authorize in accordance with such terms and conditions as may be agreed. The furnishing and use of such assistance shall be consistent with the Charter of the United Nations. Such assistance as may be made available by the Government of the United States pursuant to this Agreement will be furnished under the provisions and subject to all the terms, conditions and termination provisions of the Mutual Defence Assistance Act of 1949 and the Mutual Security Act of 1951, acts amendatory or supplementary thereto, appropriation acts thereunder, or any other applicable legislative provisions. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

¹ Treaty Series 993; 59 Stat. 1031.

² 63 Stat. 714; 22 U.S.C. § 1571 note.

³ 65 Stat. 373; 22 U.S.C. § 1651 note.

2. The Government of Pakistan will use this assistance exclusively to maintain its internal security, its legitimate self-defence, or to permit it to participate in the defence of the area, or in United Nations collective security arrangements and measures, and Pakistan will not undertake any act of aggression against any other nation. The Government of Pakistan will not, without the prior agreement of the Government of the United States, devote such assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement and no longer required or used exclusively for the purposes for which originally made available will be offered for return to the Government of the United States.

4. The Government of Pakistan will not transfer to any person not an officer or agent of that Government, or to any other nation, title to or possession of any equipment, materials, property, information, or services received under this Agreement, without the prior consent of the Government of the United States.

5. The Government of Pakistan will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or information furnished pursuant to this Agreement.

6. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

7. The two Governments will establish procedures whereby the Government of Pakistan will so deposit, segregate or assure title to all funds allocated to or derived from any programme of assistance undertaken by the Government of the United States so that such funds shall not, except as may otherwise be mutually agreed, be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

ARTICLE II

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them relating to the exchange of patent rights and technical information for defence which will expedite such exchanges and at the same time protect private interests and maintain necessary security safeguards.

ARTICLE III

1. The Government of Pakistan will make available to the Government of the United States rupees for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of this Agreement. The two Governments will forthwith initiate

discussions with a view to determining the amount of such rupees and to agreeing upon arrangements for the furnishing of such funds.

2. The Government of Pakistan will, except as may otherwise be mutually agreed, grant duty-free treatment on importation or exportation and exemption from internal taxation upon products, property, materials or equipment imported into its territory in connection with this Agreement or any similar Agreement between the Government of the United States and the Government of any other country receiving military assistance.

3. Tax relief will be accorded to all expenditures in Pakistan by, or on behalf of, the Government of the United States for the common defence effort, including expenditures for any foreign aid programme of the United States. The Government of Pakistan will establish procedures satisfactory to both Governments so that such expenditures will be net of taxes.

ARTICLE IV

1. The Government of Pakistan will receive personnel of the Government of the United States who will discharge in its territory the responsibilities of the Government of the United States under this Agreement and who will be accorded facilities and authority to observe the progress of the assistance furnished pursuant to this Agreement. Such personnel who are United States nationals, including personnel temporarily assigned, will, in their relations with the Government of Pakistan, operate as part of the Embassy of the United States of America under the direction and control of the Chief of the Diplomatic Mission, and will have the same privileges and immunities as are accorded other personnel with corresponding rank of the Embassy of the United States who are United States nationals. Upon appropriate notification by the Government of the United States the Government of Pakistan will grant full diplomatic status to the senior military member assigned under this Article and the senior Army, Navy and Air Force officers and their respective immediate deputies.

2. The Government of Pakistan will grant exemption from import and export duties on personal property imported for the personal use of such personnel or of their families and will take reasonable administrative measures to facilitate and expedite the importation and exportation of the personal property of such personnel and their families.

ARTICLE V

1. The Government of Pakistan will :

- (a) join in promoting international understanding and goodwill, and maintaining world peace ;

- (b) take such action as may be mutually agreed upon to eliminate causes of international tension;
- (c) make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;
- (d) take all reasonable measures which may be needed to develop its defence capacities ; and
- (e) take appropriate steps to insure the effective utilisation of the economic and military assistance provided by the United States.

2. (a) The Government of Pakistan will, consistent with the Charter of the United Nations, furnish to the Government of the United States, or to such other governments as the Parties hereto may in each case agree upon, such equipment, materials, services or other assistance as may be agreed upon in order to increase their capacity for individual and collective self-defence and to facilitate their effective participation in the United Nations system for collective security.

(b) In conformity with the principle of mutual aid, the Government of Pakistan will facilitate the production and transfer to the Government of the United States, for such period of time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semi-processed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Pakistan. Arrangements for such transfers shall give due regard to reasonable requirements of Pakistan for domestic use and commercial export.

ARTICLE VI

In the interest of their mutual security the Government of Pakistan will co-operate with the Government of the United States in taking measures designed to control trade with nations which threaten the maintenance of world peace.

ARTICLE VII

1. This Agreement shall enter into force on the date of signature and will continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Article I, paragraphs 2 and 4, and arrangements entered into under Article I, paragraphs 3, 5 and 7, and under Article II, shall remain in force unless otherwise agreed by the two Governments.

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

3. This Agreement shall be registered with the Secretariat of the United Nations.

Done in two copies at Karachi the 19th day of May one thousand nine hundred and fifty four.

For the Government
of the
United States of America

For the Government
of Pakistan

JOHN K EMMERSON

ZAFRULLA KHAN

Charge d'Affaires a.i.,
of the
United States of America

Minister of Foreign
Affairs and Commonwealth
Relations

[SEAL]

[SEAL]

PASSPORT VISA FEES

TIAS 2977
Dec. 7 and 15,
1953

**Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR**

- Effectuated by Exchange of Notes
Signed at San Salvador December 7
and 15, 1953
- Entered into force January 14, 1954

The American Ambassador to the Salvadoran Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 44

AMERICAN EMBASSY,
San Salvador, December 7, 1953.

EXCELLENCY:

I have the honor to refer to Your Excellency's note no. A.855.D.94 of January 13, 1953, [1] concerning the reciprocal abolishment of visa fees and tourist and immigration charges for our respective nationals who travel to either Republic as tourists or as any other type of visitor or traveler in transit. I am pleased to inform Your Excellency that I am authorized to effect an agreement on the subject in the following terms:

The Government of the United States will not collect any visa fees or other charges in connection with the entry of eligible citizens of El Salvador visiting the United States (including the insular possessions) for a temporary period of stay and who are not "immigrants" as defined in Section 101 (a) (15) of the Immigration and Nationality Act of the United States; [2] namely,

"(A) (i) an ambassador, public minister, or career diplomatic or consular officer who has been accredited by a foreign government recognized de jure by the United States and who is accepted by the President or by the Secretary of State, and the members of the alien's immediate family;

(ii) upon a basis of reciprocity, other officials and employees who have been accredited by a foreign government recognized de jure by the United States, who are accepted by the Secretary of State, and the members of their immediate families; and

(iii) upon a basis of reciprocity, attendants, servants, personal employees, and members of their immediate families, of the officials and employees who have a nonimmigrant status under (i) and (ii) above;

(B) an alien (other than one coming for the purpose of study or of performing skilled or unskilled labor or as a representative of foreign press, radio, film, or other foreign information media coming

¹ Not printed.

² 66 Stat. 167; 8 U.S.C. §1101(a) 15.

to engage in such vocation) having a residence in a foreign country which he has no intention of abandoning and who is visiting the United States temporarily for business or temporarily for pleasure;

(C) an alien in immediate and continuous transit through the United States, or an alien who qualifies as a person entitled to pass in transit to and from the United Nations Headquarters District and foreign countries, under the provisions of paragraphs (3), (4), and (5) of section 11 of the Headquarters Agreement [¹] with the United Nations (61 Stat. 758); [²]

(D) an alien crewman serving in good faith as such in any capacity required for normal operation and service on board a vessel (other than a fishing vessel having its home port or an operating base in the United States) or aircraft, who intends to land temporarily and solely in pursuit of his calling as a crewman and to depart from the United States with the vessel or aircraft on which he arrived or some other vessel or aircraft;

(E) an alien entitled to enter the United States under and in pursuance of the provisions of a treaty of commerce and navigation between the United States and the foreign state of which he is a national, and the spouse and children of any such alien if accompanying or following to join him: (1) solely to carry on substantial trade, principally between the United States and the foreign state of which he is a national; or (ii) solely to develop and direct the operations of an enterprise in which he is actively in the process of investing, a substantial amount of capital;

(F) an alien having a residence in a foreign country which he has no intention of abandoning, who is a bona fide student qualified to pursue a full course of study and who seeks to enter the United States temporarily and solely for the purpose of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by him and approved by the Attorney General after consultation with the Office of Education of the United States, which institution or place of study shall have agreed to report to the Attorney General the termination of attendance of each nonimmigrant student, and if any such institution of learning or place of study fails to make reports promptly the approval shall be withdrawn;

(G) (i) a designated principal resident representative of a foreign

¹ Treaties and Other International Acts Series 1676; 61 Stat., pt. 4, p. 3423.

² The citation refers to a Joint Resolution approved Aug. 4, 1947 (Public Law 357; 22 U.S.C. §287 note), authorizing the President to bring the Headquarters Agreement into effect, the full text of which is embodied therein.

government recognized de jure by the United States, which foreign government is a member of an international organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organization Immunities Act (59 Stat. 669), accredited resident members of the staff of such representatives, and members of his or their immediate family;

(ii) other accredited representatives of such a foreign government to such international organizations, and the members of their immediate families;

(iii) an alien able to qualify under (i) or (ii) above except for the fact that the Government of which such alien is an accredited representative is not recognized de jure by the United States, or that the government of which he is an accredited representative is not a member of such international organization, and the members of his immediate family;

(iv) officers, or employees of such international organizations, and the members of their immediate families;

(v) attendants, servants, and personal employees of any such representative, officer, or employee, and the members of the immediate families of such attendants, servants, and personal employees;

(H) an alien having a residence in a foreign country which he has no intention of abandoning (i) who is of distinguished merit and ability and who is coming temporarily to the United States to perform temporary services of an exceptional nature requiring such merit and ability; or (ii) who is coming temporarily to the United States to perform other temporary services of labor, if unemployed persons capable of performing such service or labor cannot be found in this country; or (iii) who is coming temporarily to the United States as an industrial trainee;

(I) upon a basis of reciprocity, an alien who is a bona fide representative of foreign press, radio, film, or other foreign information media, who seeks to enter the United States solely to engage in such vocation, and the spouse and children of such a representative, if accompanying or following to join him."

It is understood that the Government of El Salvador or its representatives will not collect any visa fees or other charges in connection with the entry or departure of nonimmigrant citizens of the United States visiting El Salvador for a temporary period of stay.

I propose that the following additional clause be added to the above agreement:

The Government of the United States will authorize, on a reciprocal

basis, the issuance of visas valid as described below to eligible non-immigrant citizens of El Salvador:

1. Those persons described in paragraphs (B), (E), (F), and (I) of Section 101 (a) (15) of the Immigration and Nationality Act of the United States as quoted above may receive visas valid for an unlimited number of applications for admission at United States ports of entry during a maximum period of twenty-four months.
2. Those persons described in paragraphs (A) and (G) of Section 101 (a) (15) of the Immigration and Nationality Act may receive visas valid for an unlimited number of applications for admission during a maximum period of twelve months.
3. Those persons described in paragraph (C) of Section 101 (a) (15) of the Immigration and Nationality Act may receive visas valid for an unlimited number of applications for admission during a maximum period of twenty-four months, except that government officials, and persons entitled to pass in transit to and from the United Nations Headquarters District and foreign countries under the provisions of paragraphs (3), (4), and (5) of Section 11 of the Headquarters Agreement with the United Nations, may receive visas valid during a maximum period of twelve months.
4. Certain persons defined as "exchange visitors" in Section 201 of the United States Information and Education Act of 1948, as amended, [1] may receive visas valid for a single application for admission during a period of twelve months.
5. Seamen and airmen described in paragraph (D) of Section 101 (a) (15) of the Immigration and Nationality Act may receive visas valid for an unlimited number of applications for admission during a maximum period of twenty-four months, it being understood that the Government of El Salvador will admit seamen and airmen who are United States citizens on crew list visas without individual visas.
6. Those persons described in paragraph (H) of Section 101 (a) (15) of the Immigration and Nationality Act may receive visas valid for an unlimited number of applications for admission during the period of employment approved in the employer's petition but not to exceed a maximum period of twelve months.

It is understood that the Government of El Salvador will authorize its consular or other officials to issue to nonimmigrant citizens of the United States visas valid for entering or leaving El Salvador for the same number of times and during the same period prescribed above for similar classes of nonimmigrant citizens of El Salvador.

I should be glad to receive from Your Excellency a confirmation of the above understanding concerning the reciprocal abolishment of

¹ 62 Stat. 7; 22 U.S.C. § 1446.

visa fees and other charges assessed our respective nationals in entering or leaving either Republic. I shall also be pleased to receive Your Excellency's confirmation or comments with reference to the proposed additional understanding concerning the validity of nonimmigrant visas. If Your Excellency is in agreement, this note and Your Excellency's note concurring therein, will constitute an agreement on these matters between our two Governments, effective thirty days after this exchange of diplomatic notes.

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

MICHAEL J. McDERMOTT

His Excellency

ROBERTO E. CANESSA,
Minister of Foreign Affairs,
San Salvador.

The Salvadoran Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE EL SALVADOR, C. A.

DEPARTAMENTO DE ESTUDIOS
INTERNACIONALES

A-855-D-3233

PALACIO NACIONAL:
San Salvador, 15 de diciembre de 1953.

SEÑOR EMBAJADOR:

He tenido el honor de recibir la atenta nota de Vuestra Excelencia, Nº 44, de fecha 7 del corriente, respecto a la abolición recíproca de los derechos de visa y de los impuestos de turismo y migración para los nacionales de El Salvador y de los Estados Unidos de América que viajen a cualquiera de las dos Repúblicas, como turistas o en cualquier otra calidad de visitantes o viajeros en tránsito, la cual, en lo conducente, dice:

"Tengo el honor de referirme a la nota de Vuestra Excelencia Nº A.855.D.94 de 13 de enero de 1953, relativa a la abolición recíproca de los derechos de visa y cargas de turismo e inmigración para nuestros respectivos nacionales que viajen a cualquiera de las dos Repúblicas como turistas o como cualquier otro tipo de visitante o viajero en tránsito. Me es grato informar a Vuestra Excelencia que estoy autorizado para efectuar un acuerdo sobre la materia en los siguientes términos:

El Gobierno de los Estados Unidos no cobrará ningún derecho de visa ni otras cargas en relación con la entrada de ciudadanos de El Salvador aceptables que visiten los Estados Unidos (inclusive las posesiones insulares) para un período de permanencia temporal

y que no sean "inmigrantes" como se definen en la Sección 101 (a) (15) del Acta de Inmigración y Nacionalidad de los Estados Unidos; esto es,

- "(A) (i) un embajador, ministro público, o diplomático de carrera o funcionario consular que ha sido acreditado por un gobierno extranjero reconocido de jure por los Estados Unidos y que es aceptado por el Presidente o por el Secretario de Estado, y los miembros de la familia inmediata del extranjero;
- (ii) sobre una base de reciprocidad, otros funcionarios y empleados que han sido acreditados por un gobierno extranjero reconocido de jure por los Estados Unidos, que son aceptados por el Secretario de Estado, y los miembros de sus familias inmediatas; y
- (iii) sobre una base de reciprocidad, ayudantes, sirvientes, empleados personales y miembros de sus familias inmediatas, de los funcionarios y empleados que tienen un estatuto de no inmigrantes de conformidad con los párrafos (i) y (ii) anteriores;
- (B) un extranjero (distinto del que viene para fines de estudio o para desempeñar trabajo especializado o no o como representante de prensa, radio o cine extranjeros, o de cualquier otro medio de información extranjero que venga a ocuparse en dicha vocación) que tenga su residencia en un país extranjero la cual no tenga intención de abandonar y que visite los Estados Unidos temporalmente para comercio o temporalmente por placer;
- (C) un extranjero en tránsito inmediato y continuo a través de los Estados Unidos, o un extranjero que califique como persona con derecho a pasar en tránsito hacia y desde el Distrito de las Oficinas Centrales de las Naciones Unidas y países extranjeros, de conformidad con las disposiciones de los párrafos (3), (4) y (5) de la sección 11 del Acuerdo de las Oficinas Centrales con las Naciones Unidas (61 Stat. 758);
- (D) un tripulante extranjero sirviendo de buena fe como tal en cualquier capacidad necesaria para la operación y servicio normales a bordo de un navío (distinto de un navío de pesca que tenga su puerto doméstico o una base de operaciones en los Estados Unidos) o aeronave, que intente desembarcar temporalmente y sólo en el cumplimiento de su llamado como tripulante y salga de los Estados Unidos con el navío o aeronave en que llegó o en cualquier otro navío o aeronave;
- (E) un extranjero con derecho a entrar en los Estados Unidos de conformidad con y en cumplimiento de las disposiciones de un tratado de comercio y navegación entre los Estados Unidos y

el estado extranjero del cual es nacional, y la esposa e hijos de ese extranjero si lo acompañan o siguen para unírsele: (i) únicamente para realizar un comercio substancial, principalmente entre los Estados Unidos y el estado extranjero del cual es nacional; o (ii) únicamente para desarrollar y dirigir las operaciones de una empresa en la cual él esté activamente en el proceso de invertir una cantidad substancial de capital;

- (F) un extranjero con residencia en un país extranjero que no tenga intención de abandonar, que sea un estudiante de buena fé calificado para realizar un curso completo de estudios y que trate de entrar a los Estados Unidos temporalmente y sólo para el propósito de llevar a cabo ese curso de estudios en una institución de enseñanza establecida u otro lugar de estudios reconocido en los Estados Unidos, particularmente designado por él y aprobado por el Procurador General después de consulta con la Oficina de Educación de los Estados Unidos, institución o lugar de estudios que habrá convenido en informar al Procurador General la terminación de asistencia de cada estudiante no inmigrante, y si dicha institución de enseñanza o lugar de estudios deja de presentar tales informes, se retirará inmediatamente la aprobación;
- (G) (i) un representante residente principal designado de un gobierno extranjero reconocido de jure por los Estados Unidos, el cual gobierno extranjero es miembro de una organización internacional con derecho a gozar de privilegios, exenciones e inmunidades como organización internacional de conformidad con el Acta de Inmunidades de Organizaciones Internacionales (59 Stat. 669), miembros residentes acreditados del personal de dichos representantes, y miembros de su o sus familias inmediatas;
- (ii) otros representantes acreditados de un gobierno extranjero semejante para dichas organizaciones internacionales, y los miembros de sus familias inmediatas;
- (iii) un extranjero que pueda calificar de conformidad con los párrafos (i) o (ii) anteriores, excepto el hecho que el gobierno del cual dicho extranjero es representante acreditado, no es reconocido de jure por los Estados Unidos o que el gobierno del cual es representante acreditado no es miembro de dicha organización internacional, y los miembros de su familia inmediata;
- (iv) oficiales o empleados de dichas organizaciones internacionales, y los miembros de sus familias inmediatas;
- (v) ayudantes, sirvientes y empleados personales de cualquiera de dichos representantes, oficiales o empleados, y los miembros

de las familias inmediatas de tales ayudantes sirvientes y empleados personales;

- (H) un extranjero con residencia en un país extranjero, la cual no tenga intención de abandonar (i) que sea de mérito y habilidad distinguidos y que venga temporalmente a los Estados Unidos para desempeñar servicios temporales de una naturaleza excepcional que requiera tales mérito y habilidad; o (ii) que venga temporalmente a los Estados Unidos para desempeñar otros servicios o trabajo temporales, si no pueden encontrarse en este país personas desocupadas capaces de desempeñar tal servicio o trabajo; o (iii) que venga temporalmente a los Estados Unidos como experto industrial;
- (I) sobre una base de reciprocidad, un extranjero que sea representante de buena fe de la prensa, radio o cine extranjeros, o de cualquier otro medio de información extranjero, que trate de entrar a los Estados Unidos únicamente para ocuparse en dicha vocación, y la esposa e hijos de dicho representante, si lo acompañan o lo siguen para unírsele."

Es entendido que el Gobierno de El Salvador o sus representantes no cobrarán ningún derecho de visa ni otras cargas en relación con la entrada o partida de ciudadanos no inmigrantes de los Estados Unidos que visiten El Salvador por un período de permanencia temporal.

Propongo que al acuerdo anterior se le agregue la siguiente cláusula adicional:

El Gobierno de los Estados Unidos autorizará, sobre una base de reciprocidad, el otorgamiento de visas válidas según se describe a continuación a ciudadanos no inmigrantes aceptables de El Salvador:

1. Aquellas personas descritas en los párrafos (B), (E) (F) e (I) de la Sección 101 (a) (15) del Acta de Inmigración y Nacionalidad de los Estados Unidos transcritos arriba, pueden recibir visas válidas para un número ilimitado de solicitudes para admisión en los puertos de entrada de los Estados Unidos durante un período máximo de veinticuatro meses.

2. Aquellas personas descritas en los párrafos (A) y (G) de la Sección 101 (a) (15) del Acta de Inmigración y Nacionalidad pueden recibir visas válidas para un número ilimitado de solicitudes para admisión durante un período máximo de doce meses.

3. Aquellas personas descritas en el párrafo (C) de la Sección 101 (a) (15) del Acta de Inmigración y Nacionalidad pueden recibir visas válidas para un número ilimitado de solicitudes para admisión durante un período máximo de veinticuatro meses, excepto que los funcio-

narios de gobierno y personas con derecho a pasar en tránsito hacia y desde el Distrito de las Oficinas Centrales de las Naciones Unidas y países extranjeros de conformidad con las disposiciones de los párrafos (3), (4) y (5) de la sección 11 del Acuerdo de las Oficinas Centrales con las Naciones Unidas pueden recibir visas válidas durante un período máximo de doce meses.

4. Ciertas personas definidas como "visitantes de intercambio" en la Sección 201 del Acta de Información y Educación de los Estados Unidos, de 1948, reformada, pueden recibir visas válidas para una sola solicitud para admisión durante un período de doce meses.

5. Los marineros y tripulantes de aeronaves descritos en el párrafo (D) de la Sección 101 (a) (15) del Acta de Inmigración y Nacionalidad pueden recibir visas válidas para un número ilimitado de solicitudes para admisión durante un período máximo de veinticuatro meses, siendo entendido que el Gobierno de El Salvador admitirá a los marinos y tripulantes de aeronaves que sean ciudadanos de los Estados Unidos en visas de lista de tripulaciones sin visas individuales.

6. Aquellas personas descritas en el párrafo (H) de la Sección 101 (a) (15) del Acta de Inmigración y Nacionalidad pueden recibir visas válidas para un número ilimitado de solicitudes para admisión durante el período de empleo aprobado en la petición del empleador pero sin que exceda de un período máximo de doce meses.

Es entendido que el Gobierno de El Salvador autorizará a sus funcionarios consulares o de otra clase para conceder a ciudadanos no inmigrantes de los Estados Unidos visas válidas para entrar o salir de El Salvador por el mismo número de veces y durante el mismo período señalado arriba para clases similares de ciudadanos no inmigrantes de El Salvador.

Me sería grato recibir de Vuestra Excelencia una confirmación del anterior entendimiento relativo a la abolición recíproca de los derechos de visas y otras cargas cobradas a nuestros respectivos nacionales al entrar o salir de cualquiera de las dos Repúblicas. También me será grato recibir confirmación o comentarios de Vuestra Excelencia con respecto al propuesto entendimiento adicional relativo a la validez de las visas de no inmigrantes. Si Vuestra Excelencia está de acuerdo, esta nota y la nota de Vuestra Excelencia concurriendo en la misma, constituirán un acuerdo sobre estas materias entre nuestros dos Gobiernos, efectivo treinta días después de este intercambio de notas diplomáticas."

En respuesta, me complazco en manifestar a Vuestra Excelencia que mi Gobierno está de acuerdo con los términos de este Convenio y, en tal virtud, lo considerará vigente entre nuestros dos países treinta días después de la fecha de la presente nota.

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

ROBERTO E CANESSA

Roberto E. Canessa,

Ministro de Relaciones Exteriores

Excmo. señor don MICHAEL J. McDERMOTT,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.

Translation

**MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C. A.**

DEPARTMENT OF INTERNATIONAL STUDIES

NATIONAL PALACE:
San Salvador, December 15, 1953.

MR. AMBASSADOR:

I had the honor to receive Your Excellency's courteous note No. 44, dated the 7th of this month, with respect to the reciprocal abolition of visa fees and tourist and immigration charges for nationals of El Salvador and the United States of America who travel to either of the two Republics as tourists or in any other capacity as visitors or travelers in transit, which note, in its pertinent part, reads as follows:

[For the English language text of the note, see *ante*, p. 860.]

In reply I am pleased to inform Your Excellency that my Government concurs in the terms of this agreement and will therefore consider it to be in force between our two countries thirty days after the date of this note.

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

ROBERTO E CANESSA

Roberto E. Canessa,
Minister of Foreign Affairs

His Excellency

MICHAEL J. McDERMOTT,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

TIAS 2978
Aug. 28, 1952,
and Feb. 25,
1953 NORTH ATLANTIC TREATY
 Status of International Military Headquarters

Protocol between the
UNITED STATES OF AMERICA
and **OTHER GOVERNMENTS**

- Signed at Paris August 28, 1952
- Ratification advised by the Senate
of the United States of America
July 15, 1953
- Ratified by the President of the
United States of America July 24, 1953
- Ratification of the United States
of America deposited at Washington
July 24, 1953
- Proclaimed by the President of the
United States of America June 7, 1954
- Entered into force April 10, 1954

and

Agreement between the
UNITED STATES OF AMERICA
and the **NORTH ATLANTIC COUNCIL**

- Signed at Paris February 25, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty was signed at Paris on August 28, 1952 on behalf of the United States of America and the other Parties to the North Atlantic Treaty;

WHEREAS the text of the said Protocol, in the English and French languages, is word for word as follows:

**PROTOCOLE
SUR LE STATUT
DES QUARTIERS GÉNÉRAUX
MILITAIRES INTERNATIONAUX
CRÉÉS EN VERTU
DU
TRAITÉ DE L'ATLANTIQUE NORD**

**PROTOCOL
ON THE STATUS
OF INTERNATIONAL MILITARY
HEADQUARTERS SET UP
PURSUANT TO THE
NORTH ATLANTIC TREATY**

**PROTOCOLE SUR LE STATUT DES QUARTIERS
GÉNÉRAUX MILITAIRES INTERNATIONAUX CRÉÉS
EN VERTU DU TRAITÉ DE L'ATLANTIQUE NORD**

Les Etats Parties au Traité de l'Atlantique Nord signé à Washington le 4 avril 1949,

Considérant que des Quartiers Généraux militaires internationaux pourront être établis sur leurs territoires par accords particuliers conclus en vertu du Traité de l'Atlantique Nord,

Désireux de définir le statut de ces Quartiers Généraux et du personnel y appartenant, lorsqu'ils se trouvent dans la région du Traité de l'Atlantique Nord,

Sont convenus du présent Protocole à la Convention sur le statut de leurs forces, signée à Londres le 19 juin 1951 :

ARTICLE 1

Dans le présent Protocole :

- (a) Par « Convention », on entend la Convention signée à Londres le 19 juin 1951 par les Etats Parties au Traité de l'Atlantique Nord sur le statut de leurs forces;
- (b) Par « Quartier Général Suprême », on entend le Quartier Général Suprême des Forces Alliées en Europe, le Quartier Général Suprême des Forces Alliées de l'Atlantique et tout autre Quartier Général équivalent institué en vertu du Traité de l'Atlantique Nord;
- (c) Par « Quartier Général Interallié », on entend tout Quartier Général Suprême et tout Quartier Général militaire international créé en vertu du Traité de l'Atlantique Nord et directement subordonné à un Quartier Général Suprême;
- (d) Par « Conseil de l'Atlantique Nord », on entend le Conseil institué en vertu de l'Article 9 du Traité de l'Atlantique Nord, ou chacun des organismes subsidiaires autorisés à agir en son nom.

ARTICLE 2

Sous réserve des dispositions ci-après du présent Protocole, la Convention s'appliquera aux Quartiers Généraux Interalliés établis sur le territoire d'un Etat Partie au présent Protocole dans la zone du Traité de l'Atlantique Nord, ainsi qu'au personnel militaire et civil de ces Quartiers Généraux et aux personnes à charge de ce personnel, compris dans les définitions des alinéas (a), (b) et (c) du paragraphe 1 de l'Article 3 du présent Protocole, lorsque ce personnel se trouve sur l'un des territoires visés ci-dessus pour l'exécution du service ou, dans le cas des personnes à charge, pour les besoins du service du conjoint ou du parent.

ARTICLE 3

1. Pour l'application de la Convention à un Quartier Général Interallié, les expressions « force », « élément civil » et « personne à charge », chaque fois qu'elles figurent dans la Convention, ont la signification suivante :

**PROTOCOL ON THE STATUS OF INTERNATIONAL
MILITARY HEADQUARTERS SET UP PURSUANT TO
THE NORTH ATLANTIC TREATY**

The Parties to the North Atlantic Treaty signed in Washington on 4th April, 1949, [1]

Considering that international military Headquarters may be established in their territories, by separate arrangement, under the North Atlantic Treaty, and

Desiring to define the status of such Headquarters and of the personnel thereof within the North Atlantic Treaty area,

Have agreed to the present Protocol to the Agreement signed in London on 19th June, 1951, regarding the Status of their Forces : [2]

ARTICLE 1

In the present Protocol the expression

- (a) "the Agreement" means the Agreement signed in London on 19th June, 1951, by the Parties to the North Atlantic Treaty regarding the Status of their Forces;
- (b) "Supreme Headquarters" means Supreme Headquarters Allied Powers in Europe, Headquarters of the Supreme Allied Commander Atlantic and any equivalent international military Headquarters set up pursuant to the North Atlantic Treaty;
- (c) "Allied Headquarters" means any Supreme Headquarters and any international military Headquarters set up pursuant to the North Atlantic Treaty which is immediately subordinate to a Supreme Headquarters;
- (d) "North Atlantic Council" means the Council established by Article 9 of the North Atlantic Treaty or any of its subsidiary bodies authorised to act on its behalf.

ARTICLE 2

Subject to the following provisions of this Protocol, the Agreement shall apply to Allied Headquarters in the territory of a Party to the present Protocol in the North Atlantic Treaty area, and to the military and civilian personnel of such Headquarters and their dependents included in the definitions in sub-paragraphs (a), (b) and (c) of paragraph 1 of Article 3 of this Protocol, when such personnel are present in any such territory in connection with their official duties or, in the case of dependents, the official duties of their spouse or parent.

ARTICLE 3

1. For the purpose of applying the Agreement to an Allied Headquarters the expressions "force", "civilian component" and "dependent", wherever they occur in the Agreement, shall have the meanings set out below:

¹ Treaties and Other International Acts Series 1964 ; 63 Stat., pt. 2, p. 2241; see also TIAS 2300 ; 3 UST 43.

² TIAS 2846 ; 4 UST, pt. 2, p. 1792.

- (a) Par « force », on entend le personnel affecté à un Quartier Général Interallié et qui appartient aux Armées de terre, de mer ou de l'air de tout Etat Partie au Traité de l'Atlantique Nord;
- (b) Par « élément civil », on entend le personnel civil qui n'est ni apatride, ni national d'un Etat non Partie au Traité de l'Atlantique Nord, non plus que national de l'Etat de séjour, ni une personne qui a sa résidence habituelle dans cet Etat, et (i) qui est affecté au Quartier Général Interallié et employé par l'une des Forces armées de l'un des Etats Parties au Traité de l'Atlantique Nord, ou (ii) qui appartient à certaines catégories de personnel civil employé par le Quartier Général Interallié arrêtées par le Conseil de l'Atlantique Nord;
- (c) Par « personne à charge », on entend le conjoint d'un membre d'une force ou d'un élément civil définis aux alinéas (a) et (b) du présent paragraphe ou les enfants qui sont à leur charge.

2. Un Quartier Général Interallié est considéré comme une force pour l'application de l'Article II, du paragraphe 2 de l'Article V, du paragraphe 10 de l'Article VII, des paragraphes 2, 3, 4, 7 et 8 de l'Article IX, et de l'Article XIII de la Convention.

ARTICLE 4

Les droits et obligations que la Convention confère ou impose à un Etat d'origine ou à ses autorités au sujet de ses forces, de ses éléments civils ou de leurs personnes à charge, seront, en ce qui concerne les Quartiers Généraux Interalliés, leur personnel et les personnes à charge de ce personnel auxquels s'applique la Convention en vertu de l'Article 2 du présent Protocole, conférés ou dévolus au Quartier Général Suprême approprié et aux autorités qui en relèvent, sous les réserves ci-après :

- (a) le droit qui est donné par l'Article VII de la Convention aux autorités militaires de l'Etat d'origine d'exercer les pouvoirs de juridiction pénale et disciplinaire est conféré aux autorités militaires de l'Etat dont la loi militaire s'applique éventuellement à la personne intéressée;
- (b) les obligations imposées à l'Etat d'origine ou à ses autorités par l'Article II, par le paragraphe 4 de l'Article III, par les paragraphes 5 (a) et 6 (a) de l'Article VII, par les paragraphes 9 et 10 de l'Article VIII et par l'Article XIII de la Convention incombent à la fois au Quartier Général Interallié et à l'Etat dont les forces armées, ou tout membre ou employé de ces forces armées, ou la personne à charge de ce membre ou employé sont en cause;
- (c) pour l'application des paragraphes 2 (a) et 5 de l'Article III et de l'Article XIV de la Convention, et dans le cas des membres d'une force ou des personnes à leur charge, l'Etat d'origine est l'Etat aux forces armées duquel ce membre appartient, ou, dans le cas de membres d'un élément civil ou de personnes à leur charge, l'Etat par les forces armées duquel ce membre est employé;
- (d) les obligations imposées à l'Etat d'origine en vertu des paragraphes 6 et 7 de l'Article VIII de la Convention incombent à l'Etat aux forces armées duquel appartient la personne dont l'acte ou la négligence a été à l'origine de la demande d'indemnité, ou, dans le cas d'un membre d'un élément civil, à l'Etat par les forces armées duquel il est employé, ou, à défaut d'un tel Etat, au Quartier Général Interallié auquel la personne en question appartient.

- (a) "force" means the personnel attached to the Allied Headquarters who belong to the land, sea or air armed services of any Party to the North Atlantic Treaty;
- (b) "civilian component" means civilian personnel who are not stateless persons, nor nationals of any State which is not a Party to the Treaty, nor nationals of, nor ordinarily resident in the receiving State, and who are (i) attached to the Allied Headquarters and in the employ of an armed service of a Party to the North Atlantic Treaty or (ii) in such categories of civilian personnel in the employ of the Allied Headquarters as the North Atlantic Council shall decide;
- (c) "dependent" means the spouse of a member of a force or civilian component, as defined in sub-paragraphs (a) and (b) of this paragraph, or a child of such member depending on him or her for support.

2. An Allied Headquarters shall be considered to be a force for the purposes of Article II, paragraph 2 of Article V, paragraph 10 of Article VII, paragraphs 2, 3, 4, 7 and 8 of Article IX, and Article XIII, of the Agreement.

ARTICLE 4

The rights and obligations which the Agreement gives to or imposes upon the sending State or its authorities in respect of its forces or their civilian components or dependents shall, in respect of an Allied Headquarters and its personnel and their dependents to whom the Agreement applies in accordance with Article 2 of the present Protocol, be vested in or attach to the appropriate Supreme Headquarters and the authorities responsible under it, except that

- (a) the right which is given by Article VII of the Agreement to the military authorities of the sending State to exercise criminal and disciplinary jurisdiction shall be vested in the military authorities of the State, if any, to whose military law the person concerned is subject;
- (b) the obligations imposed upon the sending State or its authorities by Article II, paragraph 4 of Article III, paragraphs 5 (a) and 6 (a) of Article VII, paragraphs 9 and 10 of Article VIII, and Article XIII, of the Agreement, shall attach both to the Allied Headquarters and to any State whose armed service, or any member or employee of whose armed service, or the dependent of such member or employee, is concerned;
- (c) for the purposes of paragraphs 2 (a) and 5 of Article III, and Article XIV, of the Agreement, the sending State shall be, in the case of members of a force and their dependents, the State to whose armed service the member belongs, or, in the case of members of a civilian component and their dependents, the State, if any, by whose armed service the member is employed;
- (d) the obligations imposed on the sending State by virtue of paragraphs 6 and 7 of Article VIII of the Agreement shall attach to the State to whose armed service the person belongs whose act or omission has given rise to the claim or, in the case of a member of a civilian component, to the State by whose armed service he is employed or, if there is no such State, to the Allied Headquarters of which the person concerned is a member.

Pour la désignation d'un arbitre, en application du paragraphe 8 de l'Article VIII, les droits de l'Etat d'origine sont exercés à la fois par le Quartier Général Interallié intéressé, et par l'Etat auquel incombe, le cas échéant, les obligations définies par le présent paragraphe.

ARTICLE 5

Tout membre d'un Quartier Général Interallié doit être porteur d'une carte d'identité personnelle, délivrée par ce Quartier Général, munie d'une photographie et mentionnant les nom, prénoms, date et lieu de naissance, nationalité, rang ou grade, numéro matricule s'il y a lieu, et la durée de validité de la carte. Cette carte doit être produite à toute réquisition.

ARTICLE 6

1. L'obligation de renoncer à toute demande d'indemnité imposée aux Parties Contractantes en vertu de l'Article VIII de la Convention s'applique à la fois aux Quartiers Généraux Interalliés et à tout Etat Partie au présent Protocole intéressés.

2. Pour l'application des paragraphes 1 et 2 de l'Article VIII de la Convention :

(a) Sont considérés comme biens appartenant à la Partie Contractante et utilisés par ses forces armées tous biens appartenant à un Quartier Général Interallié ou tous biens d'un Etat Partie au présent Protocole utilisés par un Quartier Général Interallié;

(b) Est considéré comme dommage causé par un membre des forces armées de la Partie Contractante ou par un employé de ces forces, tout dommage causé par un membre d'une force ou d'un élément civil, tels qu'ils sont définis au paragraphe 1 de l'Article 3 du présent Protocole, ou par tout autre employé d'un Quartier Général Interallié;

(c) Les dispositions du paragraphe 3 de l'Article VIII de la Convention s'appliquent à un Quartier Général Interallié considéré comme « Partie Contractante » aux termes dudit paragraphe.

3. Les demandes d'indemnités visées au paragraphe 5 de l'Article VIII de la Convention comprendront les demandes d'indemnité (autres que celles résultant de l'application d'un contrat et que celles auxquelles les paragraphes 6 et 7 de cet Article sont applicables) du chef d'actes ou de négligences d'un employé du Quartier Général Interallié, ou de tout autre acte, négligence ou incident dont un Quartier Général Interallié est légalement responsable et qui ont causé, sur le territoire d'un Etat de séjour, des dommages à un tiers autre que l'une des Parties au présent Protocole.

ARTICLE 7

1. L'exonération d'impôts accordée en vertu de l'Article X de la Convention aux membres d'une force ou d'un élément civil en ce qui concerne leurs traitements et émoluments s'applique, dans le cas du personnel d'un Quartier Général Interallié répondant aux définitions données dans les paragraphes 1 (a) et (b) (i) de l'Article 3 du présent Protocole, aux traitements et émoluments qui leur sont payés en cette qualité par la force armée à laquelle ils appartiennent ou par laquelle ils

Both the State, if any, to which obligations attach under this paragraph and the Allied Headquarters concerned shall have the rights of the sending State in connection with the appointment of an arbitrator under paragraph 8 of Article VIII.

ARTICLE 5

Every member of an Allied Headquarters shall have a personal identity card issued by the Headquarters showing names, date and place of birth, nationality, rank or grade, number (if any), photograph and period of validity. This card must be presented on demand.

ARTICLE 6

1. The obligations to waive claims imposed on the Contracting Parties by Article VIII of the Agreement shall attach both to the Allied Headquarters and to any Party to this Protocol concerned.
2. For the purposes of paragraphs 1 and 2 of Article VIII of the Agreement,
 - (a) property owned by an Allied Headquarters or by a Party to this Protocol and used by an Allied Headquarters shall be deemed to be property owned by a Contracting Party and used by its armed services;
 - (b) damage caused by a member of a force or civilian component as defined in paragraph 1 of Article 3 of this Protocol or by any other employee of an Allied Headquarters shall be deemed to be damage caused by a member or employee of the armed services of a Contracting Party;
 - (c) the definition of the expression "owned by a Contracting Party" in paragraph 3 of Article VIII shall apply in respect of an Allied Headquarters.
3. The claims to which paragraph 5 of Article VIII of the Agreement applies shall include claims (other than contractual claims and claims to which paragraphs 6 or 7 of that Article apply) arising out of acts or omissions of any employees of an Allied Headquarters, or out of any other act, omission or occurrence for which an Allied Headquarters is legally responsible, and causing damage in the territory of a receiving State to third parties, other than any of the Parties to this Protocol.

ARTICLE 7

1. The exemption from taxation accorded under Article X of the Agreement to members of a force or civilian component in respect of their salaries and emoluments shall apply, as regards personnel of an Allied Headquarters within the definitions in paragraph 1 (a) and (b) (i) of Article 3 of this Protocol, to salaries and emoluments paid to them as such personnel by the armed service to which they belong or by which they are employed, except that this paragraph

sont employés, sous réserve toutefois que l'exonération accordée en vertu de ce paragraphe aux membres ou employés en question ne s'applique pas à l'impôt mis en recouvrement par le pays dont ils ont la nationalité.

2. Les employés d'un Quartier Général Interallié appartenant aux catégories arrêtées par le Conseil de l'Atlantique Nord sont exonérés de l'impôt sur les traitements et émoluments qui leur sont versés en cette qualité par le Quartier Général Interallié. Toutefois, une Partie au présent Protocole pourra conclure avec le Quartier Général intéressé des arrangements permettant à ladite Partie de recruter et d'affecter au Quartier Général intéressé ses propres ressortissants (exception faite, si cette Partie le désire, de tout ressortissant ne résidant pas habituellement sur son territoire), devant faire partie du personnel du Quartier Général. Elle paiera dans ce cas les traitements et émoluments desdites personnes sur ses propres fonds, selon un barème déterminé par elle. Ces traitements et émoluments pourront faire l'objet d'une imposition de la part de la Partie en question mais ne pourront être imposés par une autre Partie. Si un arrangement de cette nature conclu par une des Parties au présent Protocole est par la suite modifié ou dénoncé, les Parties au présent Protocole ne seront plus obligées, en vertu de la première clause du présent paragraphe, d'exonérer de l'impôt les traitements et émoluments payés à leurs propres ressortissants.

ARTICLE 8

1. En vue de faciliter l'établissement, la construction, l'entretien et le fonctionnement des Quartiers Généraux Interalliés, ces Quartiers Généraux sont exonérés, dans toute la mesure du possible, des droits et taxes afférents aux dépenses supportées par eux dans l'intérêt de la défense commune et pour leur avantage officiel et exclusif, et chaque Partie au présent Protocole procédera à des négociations avec les Quartiers Généraux établis sur son territoire en vue de conclure un accord à cet effet.

2. Tout Quartier Général Interallié jouit des droits accordés à une force en vertu de l'Article XI de la Convention et ce, dans les mêmes conditions.

3. Les dispositions prévues aux paragraphes 5 et 6 de l'Article XI de la Convention ne s'appliquent pas aux nationaux de l'Etat de séjour, à moins que ces nationaux n'appartiennent aux forces armées d'un Etat Partie au présent Protocole autre que l'Etat de séjour.

4. L'expression « droits et taxes » employée dans cet Article ne comprend pas les taxes perçues en rémunération de services rendus.

ARTICLE 9

Sauf en cas de décision contraire du Conseil de l'Atlantique Nord :

(a) Les avoirs acquis au moyen des fonds internationaux d'un Quartier Général Interallié sur son budget en capital qui cessent d'être nécessaires à ce Quartier Général seront liquidés dans le cadre d'arrangements approuvés par le Conseil de l'Atlantique Nord et le produit de cette liquidation sera réparti entre les Parties au Traité de l'Atlantique Nord ou porté à leur crédit au prorata de leurs contributions aux dépenses en capital de ce Quartier Général. L'Etat de séjour aura priorité pour acquérir toute propriété immobilière ainsi liquidée sur son territoire, à condition qu'il n'offre pas des conditions moins avantageuses que celles proposées par un tiers;

shall not exempt any such member or employee from taxation imposed by a State of which he is a national.

2. Employees of an Allied Headquarters of categories agreed by the North Atlantic Council, shall be exempted from taxation on the salaries and emoluments paid to them by the Allied Headquarters in their capacity as such employees. Any Party to the present Protocol may, however, conclude an arrangement with the Allied Headquarters whereby such Party will employ and assign to the Allied Headquarters all of its nationals (except, if such Party so desires, any not ordinarily resident within its territory) who are to serve on the staff of the Allied Headquarters and pay the salaries and emoluments of such persons from its own funds, at a scale fixed by it. The salaries and emoluments so paid may be taxed by the Party concerned but shall be exempted from taxation by any other Party. If such an arrangement is entered into by any Party to the present Protocol and is subsequently modified or terminated, Parties to the present Protocol shall no longer be bound under the first sentence of this paragraph to exempt from taxation the salaries and emoluments paid to their nationals.

ARTICLE 8

1. For the purpose of facilitating the establishment, construction, maintenance and operation of Allied Headquarters, these Headquarters shall be relieved, so far as practicable, from duties and taxes, affecting expenditures by them in the interest of common defense and for their official and exclusive benefit, and each Party to the present Protocol shall enter into negotiations with any Allied Headquarters operating in its territory for the purpose of concluding an agreement to give effect to this provision.

2. An Allied Headquarters shall have the rights granted to a force under Article XI of the Agreement subject to the same conditions.

3. The provisions in paragraphs 5 and 6 of Article XI of the Agreement shall not apply to nationals of the receiving States, unless such nationals belong to the armed services of a Party to this Protocol other than the receiving State.

4. The expression "duties and taxes" in this Article does not include charges for services rendered.

ARTICLE 9

Except in so far as the North Atlantic Council may decide otherwise,

(a) any assets acquired from the international funds of an Allied Headquarters under its capital budget and no longer required by the Headquarters shall be disposed of under arrangements approved by the North Atlantic Council and the proceeds shall be distributed among or credited to the Parties to the North Atlantic Treaty in the proportions in which they have contributed to the capital costs of the Headquarters. The receiving State shall have the prior right to acquire any immovable property so disposed of in its territory, provided that it offers terms no less favourable than those offered by any third party;

(b) Les terrains, bâtiments ou installations fixes mis à la disposition d'un Quartier Général Interallié par l'Etat de séjour sans aucune charge pour le Quartier Général (autre qu'une charge nominale) et cessant d'être nécessaires à ce Quartier Général, seront rendus à l'Etat de séjour, et toute plus ou moins-value des biens immobiliers fournis par l'Etat de séjour résultant de leur utilisation par ce Quartier Général sera déterminée par le Conseil de l'Atlantique Nord (prenant en considération toute loi de l'Etat de séjour applicable en l'occurrence) et répartie entre les Etats Parties au Traité de l'Atlantique Nord ou portée, soit à leur crédit, soit à leur débit, au prorata de leurs contributions aux dépenses en capital de ce Quartier Général.

ARTICLE 10

Chaque Quartier Général Suprême a la capacité juridique. Il a la capacité de contracter, d'acquérir et d'aliéner. Toutefois, l'Etat de séjour peut soumettre l'exercice de cette capacité à des accords particuliers entre lui-même et le Quartier Général Suprême ou tout Quartier Général subordonné agissant au nom du Quartier Général Suprême.

ARTICLE 11

1. Sous réserve des dispositions de l'Article VIII de la Convention, un Quartier Général Suprême peut ester en justice, tant en demandant qu'en défendant. Toutefois, il pourra être convenu entre le Quartier Général Suprême ou tout Quartier Général Interallié subordonné autorisé par lui, d'une part, et l'Etat de séjour, d'autre part, que ce dernier lui sera subrogé devant les tribunaux de cet Etat pour l'exercice des actions auxquelles le Quartier Général sera Partie.

2. Aucune mesure d'exécution ou tendant soit à l'appréhension, soit à la description de biens ou fonds, ne peut être prise contre un Quartier Général Interallié, si ce n'est aux fins définies au paragraphe 6 (a) de l'Article VII et à l'Article XIII de la Convention.

ARTICLE 12

1. Pour le fonctionnement de son budget international, un Quartier Général Interallié peut détenir des devises quelconques et avoir des comptes en n'importe quelle monnaie.

2. Les Parties au présent Protocole, à la demande d'un Quartier Général Interallié, faciliteront les transferts entre les pays des fonds de ce Quartier Général et la conversion de toute devise détenu par un Quartier Général Interallié en une autre devise quelconque lorsque ces opérations seront nécessaires pour répondre aux besoins d'un Quartier Général Interallié.

ARTICLE 13

Les archives et autres documents officiels d'un Quartier Général Interallié conservés dans les locaux affectés à ce Quartier Général ou détenus par tout membre de ce Quartier Général dûment autorisé sont inviolables sauf au cas où le Quartier Général aurait renoncé à cette immunité. A la demande de l'Etat de séjour et en présence d'un Représentant de cet Etat, le Quartier Général vérifiera la nature des documents, afin de constater s'ils sont couverts par l'immunité visée au présent Article.

(b) any land, buildings or fixed installations provided for the use of an Allied Headquarters by the receiving State without charge to the Headquarters (other than a nominal charge) and no longer required by the Headquarters shall be handed back to the receiving State, and any increase or loss in the value of the property provided by the receiving State resulting from its use by the Headquarters shall be determined by the North Atlantic Council (taking into consideration any applicable law of the receiving State) and distributed among or credited or debited to the Parties to the North Atlantic Treaty in the proportions in which they have contributed to the capital costs of the Headquarters.

ARTICLE 10

Each Supreme Headquarters shall possess juridical personality; it shall have the capacity to conclude contracts and to acquire and dispose of property. The receiving State may, however, make the exercise of such capacity subject to special arrangements between it and the Supreme Headquarters or any subordinate Allied Headquarters acting on behalf of the Supreme Headquarters.

ARTICLE 11

1. Subject to the provisions of Article VIII of the Agreement, a Supreme Headquarters may engage in legal proceedings as claimant or defendant. However, the receiving State and the Supreme Headquarters or any subordinate Allied Headquarters authorised by it may agree that the receiving State shall act on behalf of the Supreme Headquarters in any legal proceedings to which that Headquarters is a party before the courts of the receiving State.

2. No measure of execution or measure directed to the seizure or attachment of its property or funds shall be taken against any Allied Headquarters, except for the purposes of paragraph 6 (a) of Article VII and Article XIII of the Agreement.

ARTICLE 12

1. To enable it to operate its international budget, an Allied Headquarters may hold currency of any kind and operate accounts in any currency.

2. The Parties to the present Protocol shall, at the request of an Allied Headquarters, facilitate transfers of the funds of such Headquarters from one country to another and the conversion of any currency held by an Allied Headquarters into any other currency, when necessary to meet the requirements of any Allied Headquarters.

ARTICLE 13

The archives and other official documents of an Allied Headquarters kept in premises used by those Headquarters or in the possession of any properly authorised member of the Headquarters shall be inviolable, unless the Headquarters has waived this immunity. The Headquarters shall, at the request of the receiving State and in the presence of a representative of that State, verify the nature of any documents to confirm that they are entitled to immunity under this Article.

ARTICLE 14

1. Tout ou partie du présent Protocole ou de la Convention peut, par décision du Conseil de l'Atlantique Nord, être appliquée à tout Quartier Général militaire international ou à toute organisation militaire internationale (n'entrant pas dans les définitions figurant aux paragraphes (b) et (c) de l'Article 1 du présent Protocole) institués en vertu du Traité de l'Atlantique Nord.
2. Lorsque la Communauté Européenne de Défense sera créée, le présent Protocole pourra être appliquée aux membres du personnel des Forces Européennes de Défense attachés à un Quartier Général Interallié et à leurs personnes à charge, dans des conditions à fixer par le Conseil de l'Atlantique Nord.

ARTICLE 15

Toute contestation entre les Parties à ce Protocole ou entre elles et un Quartier Général Interallié sur l'interprétation ou l'application du présent Protocole est réglée par négociations entre les Parties intéressées sans recours à une juridiction extérieure. Sauf dans les cas où le présent Protocole ou la Convention contiennent une disposition contraire, les contestations qui ne peuvent pas être réglées par négociations directes sont portées devant le Conseil de l'Atlantique Nord.

ARTICLE 16

1. Les Articles XV et XVII à XX de la Convention sont applicables dans le cas du présent Protocole comme s'ils en faisaient partie intégrante, mais dans des conditions telles que le présent Protocole pourra être révisé, suspendu, ratifié, signé, dénoncé ou reconduit conformément à ces dispositions indépendamment de la Convention.
2. Le présent Protocole pourra être complété par des accords bilatéraux entre l'Etat de séjour et un Quartier Général Suprême; les autorités d'un Etat de séjour et un Quartier Général Suprême pourront convenir de donner effet par des dispositions administratives, avant la ratification, à toute disposition du présent Protocole ou de la Convention que l'Etat de séjour aura décidé d'appliquer.

ARTICLE 14

1. The whole or any part of the present Protocol or of the Agreement may be applied, by decision of the North Atlantic Council, to any international military Headquarters or organisation (not included in the definitions in paragraphs (b) and (c) of Article 1 of this Protocol) which is established pursuant to the North Atlantic Treaty.
2. When the European Defence Community comes into being, the present Protocol may be applied to the personnel of the European Defence Forces attached to an Allied Headquarters and their dependents at such time and in such manner as may be determined by the North Atlantic Council.

ARTICLE 15

All differences between the Parties to the present Protocol or between any such Parties and any Allied Headquarters relating to the interpretation or application of the Protocol shall be settled by negotiation between the parties in dispute without recourse to any outside jurisdiction. Except where express provision is made to the contrary in the present Protocol or in the Agreement, differences which cannot be settled by direct negotiation shall be referred to the North Atlantic Council.

ARTICLE 16

1. Articles XV and XVII to XX of the Agreement shall apply as regards the present Protocol as if they were an integral part thereof, but so that the Protocol may be reviewed, suspended, ratified, acceded to, denounced or extended in accordance with those provisions independently from the Agreement.
2. The present Protocol may be supplemented by bilateral agreement between the receiving State and a Supreme Headquarters, and the authorities of a receiving State and a Supreme Headquarters may agree to give effect, by administrative means in advance of ratification, to any provisions of this Protocol or of the Agreement as applied by it.

En foi de quoi les plénipotentiaires soussignés ont signé le présent Protocole.

Fait à Paris, le 28 août 1952, en anglais et en français, les deux textes faisant également foi, en un simple exemplaire qui restera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique. Le Gouvernement des Etats-Unis d'Amérique en transmettra des copies authentiques à tous les Etats signataires et adhérents.

Pour le Royaume de Belgique

For the Kingdom of Belgium

Pour le Canada

For Canada

Pour le Royaume de Danemark

For the Kingdom of Denmark

Pour les Etats-Unis d'Amérique

For the United States of America

Pour la France

For France

Pour le Royaume de Grèce

For the Kingdom of Greece

Pour l'Islande

For Iceland

Pour l'Italie

For Italy

Pour le Grand-Duché de Luxembourg

For the Grand Duchy of Luxembourg

Pour le Royaume de Norvège

For the Kingdom of Norway

In witness whereof the undersigned Plenipotentiaries have signed the present Protocol.

Done in Paris this 28th day of August 1952, in the English and French languages, both texts being equally authoritative, in a single original which shall be deposited in the archives of the Government of the United States of America. The Government of the United States of America shall transmit certified copies thereof to all the signatory and acceding States.

ANDRÉ DE STAERCKE

A. D. P. HEENEY.

SANDAGER JEPPESEN

WILLIAM H. DRAPER, Jr.

HERVÉ ALPHAND.

PAN. PIPINELIS

GUNNLAUGUR PÉTURSSON

A ROSSI-LONGHI

G. HEISBOURG

S CHR SOMMERFELT

Pour le Royaume des Pays-Bas

For the Kingdom of the Netherlands

A W L TJARDA VAN STARKEN-BORGH S

Pour le Portugal

For Portugal

H. CALDEIRA QUEIROZ.

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

For the United Kingdom of Great Britain and Northern Ireland

F R HOYER MILLAR.

Pour la Turquie

For Turkey

TAHA CARIN

I CERTIFY THAT the foregoing is a true copy of the Protocol on the Status of International Military Headquarters set up Pursuant to the North Atlantic Treaty signed at Paris on August 28, 1952 in the English and French languages, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DAVID BRUCE, Acting Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this seventeenth day of November, 1952.

[SEAL]

DAVID BRUCE
Acting Secretary of State

By BARBARA HARTMAN
Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by their resolution of July 15, 1953, 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 July 24, 1953, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS instruments of ratification of the said Protocol were deposited with the Government of the United States of America by Norway on February 24, 1953, by Iceland on May 11, 1953, by the United States of America on July 24, 1953, by Belgium on March 11, 1954, and by Turkey on May 18, 1954;

AND WHEREAS, pursuant to the provisions of Article 16 of the said Protocol, the Protocol came into force on April 10, 1954, the thirtieth day after four signatory States deposited their instruments of ratification of the said Protocol with the Government of the United States of America;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after April 10, 1954, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE NORTH ATLANTIC COUNCIL CONCERNING THE EMPLOYMENT BY INTERNATIONAL MILITARY HEADQUARTERS OF UNITED STATES NATIONALS

Since the Government of the United States desires to enter into an arrangement with International Military Headquarters to which the Protocol to the Agreement Between the Parties to the North Atlantic Treaty on the Status of Their Forces on International Military Headquarters Set Up Pursuant to the North Atlantic Treaty, signed at Paris on August 20, [1] 1952, applies, as provided in Article 7 of that Protocol, it is therefore agreed by the Government of the United States and the North Atlantic Council, acting on behalf of such Headquarters, as follows:

1. Whenever any International Military Headquarters desires the services of a United States national, it will notify the United States of: (A) The nature of the position to be filled, (B) The qualifications which an individual must possess to fill the position, and (C) The salary which such individual would receive if employed by the Headquarters. The Headquarters may notify the Government of the United States of the name(s) of any individual(s) it deems acceptable for the position.
2. The Government of the United States may assign to the Headquarters a United States national from its Government service who is acceptable to the Headquarters. The Government of the United States will provide security clearance for the individual concerned.
3. The Government of the United States will pay any and all salaries and emoluments of United States nationals, who are employed by it and assigned to the Headquarters concerned, from its own funds at rates determined by the Government of the United States.
4. International Military Headquarters will not pay any salaries and emoluments of any citizen of the United States.
5. The amounts of salaries and emoluments which International Military Headquarters would otherwise have paid United States nationals for each fiscal year will be deducted from the amount assessed the Government of the United States in respect of the contribution of the Government of the United States to such Headquarters for the subsequent fiscal year.

¹ Should read "August 28".

6. This Agreement has been executed in two originals, one to be retained by the Government of the United States, and one to remain with the North Atlantic Treaty Organization.

IN WITNESS WHEREOF, This Agreement is executed at Paris on this twenty-fifth day of February, 1953 by The Right Honourable The Lord Ismay, G.C.B., C.H., D.S.O., Secretary General of the North Atlantic Treaty Organization, on behalf of the North Atlantic Council, and William H. Draper, Jr., United States Permanent Representative to the North Atlantic Council, on behalf of the Government of the United States.

ISMAY

WILLIAM H. DRAPER JR

TIAS 2979
May 14, 1954 **DEFENSE**

Loan of Vessels and Small Craft to China

**Agreement between the
UNITED STATES OF AMERICA
and CHINA**

- Effectuated by Exchange of Notes
Signed at Taipei May 14, 1954
- Entered into force May 14, 1954

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 59

AMERICAN EMBASSY,

Taipei, May 14, 1954.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of the Republic of China of the vessels and small craft identified in the listings annexed to this note. I also confirm the understandings reached as a result of those conversations, as follows:

1. The Government of the Republic of China will retain possession of and will use these vessels and craft in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two Governments effected by exchange of notes January 30 and February 9, 1951,[¹] as supplemented by exchange of notes dated December 29, 1951 and January 2, 1952.[²]
2. This loan shall remain in effect for a period of five years after the date of delivery of each of the vessels and craft loaned under this Agreement. The Government of the United States may, however, request the return of any or all of the vessels or craft at any earlier date if such action is necessitated by its own defense requirements, in which event the Government of the Republic of China will promptly redeliver the vessel or vessels in accordance with paragraph 6 below.
3. Each vessel and craft, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of the Republic of China at such a place and time as may be mutually agreed upon, the delivery to be evidenced by a delivery certificate. The Government of the Republic of China shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the vessels or craft at the time of their delivery.
4. While the Government of the Republic of China may place the vessels and craft under the Republic of China flag, the title to them and

¹ Treaties and Other International Acts Series 2293; 2 UST 1499.

² TIAS 2604; 3 UST, pt. 4, p. 4543.

to the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of the Republic of China shall not, without the consent of the Government of the United States, relinquish physical possession of the vessels or craft or any such appurtenances.

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

6. Upon expiration or termination of the loan as provided in paragraph 2 above, the vessels or craft, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for fair wear and tear or for damage caused through action by a hostile force, as they were when transferred to the Government of the Republic of China. Any appurtenances of the types enumerated in paragraph 3 on-board the vessels or craft at the time of re-delivery shall, if they are not already the property of the United States, become the property of the United States. Should any one of the vessels or craft be damaged or lost through action by a hostile force, the Government of the Republic of China will be exempt from liability for such damage or loss. Should any one of the vessels or craft sustain damage from any cause, such as in the opinion of the Government of the Republic of China renders it a total loss, the Government of the Republic of China shall consult with the Government of the United States before declaring it a total loss. If any one of the vessels or craft is lost from causes other than through action by a hostile force, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred, reasonable wear and tear excepted, and such condition is not the result of damage caused through action by a hostile force, the Government of the Republic of China agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of the Republic of China, the present note and your note in reply shall be considered as constituting an agreement confirming these understandings, pursuant to the Mutual Defense Assistance Agreement between our two Governments.

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

K. L. RANKIN

His Excellency

GEORGE K. C. YEH,

Minister of Foreign Affairs,

Republic of China,

Taipei.

A N N E X

Small craft designated for transfer to the Government of the Republic of China.

PO Nos. 1182

1208

1233

1262

1078

1254

786

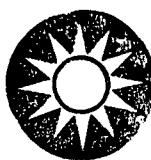
1232

PCC No. 1168

PGM No. 31

Eight LGMs (no hull numbers).

The Chinese Minister of Foreign Affairs to the American Ambassador



接准

貴大使本日第五十九號照會。內開：

「查 貴我兩國政府代表最近曾就美國政府以本照會附件中所開列之艦艇借貸與中華民國政府一事舉行商談。本大使茲將各次商談中所獲得之諒解，證實如下：

一、中華民國政府將依照中美兩國政府於一九五一年一月

三十日及二月九日換文所成立聯防互助協定中開列之條件暨一九五一年十二月二十九日及一九五二年一月

四三一美一

二日換文之補充規定，保有此等艦艇並予以使用。

二、根據本協定所借貸之各艦艇，其借貸應自交接之日起計，以五年為期。但美國政府如因其本身防務之需要，得要求將其中任何一艘或全部提早歸還。在此種情形下，中華民國政府將依照下述第六節之規定，從速交回。

三、每艘艦艇連同艦艇上可供用之零件及原存物品，包括各種消耗品及燃料在內，將照雙方議定之地點與

時間，一併移交中華民國政府；同時並以交換文書
加以證明。中華民國政府得使用交接時各艦艇上一
切裝置、設備、用具、燃料、消耗品、零件、以及
各種補充物品。

四、中華民國政府得使各艦艇懸掛中華民國國旗，但各艦

艇之所有權及第三節所列舉之各種附屬物之所有權

，除燃料、消耗品、零件及補充物品而外，均仍屬

於美國政府。中華民國政府非經美國政府之同意，

不得放棄各艦艇，亦不得放棄任何此等附屬物。

五、中華民國政府對其於接收此等艦艇後所可向美國政府提出之要求，均予放棄。凡第三者因此等艦艇之移交，使用及執行任務而提出之任何要求，均與美國政府無涉。

六、中華民國政府於各艦艇按照前述第二節之規定，借貸期滿或停止時，除非各艦艇已沉沒，否則，應照美國政府所指定之地點及時日，將各艦艇予以交還。

· 交還時，各艦艇狀況應與中華民國政府接收時大致相若；惟適量之損耗及因作戰所遭之破壞，當可不計。又交還時，各艦艇上每艘屬於第三種所列舉之附屬物，即使其原非美方財產，亦均應歸美國所有。各艦艇如與敵方作戰而遭破壞或致沉沒，中華民國政府免負責任。若各艦艇因任何原因遭受重大損壞，致使中華民國政府認為不堪使用，則中華民國政府於英宣佈該艦艇全部喪失前，仍應先行諮詢。

美國政府・倘各艦艇之喪失並非由於與敵作戰，或該艦艇於交還時除合理之損耗外，其狀況不能與移交時之狀況大致相若，而其不能如是之原因，並非由於作戰遭受損壞，則中華民國政府同意按照雙方議定之辦法給予美國政府以公平合理之賠償。

本大使茲建議：上開之諒解，如荷中華民國政府同意，則本照會與

貴部長之復照即被認為 費我兩國政府已根據聯防互助

協定，對此諒解予以證實，並構成一項協定。」

等由。并附件到部。

本部長茲代表中華民國政府對於上開諒解予以證實。

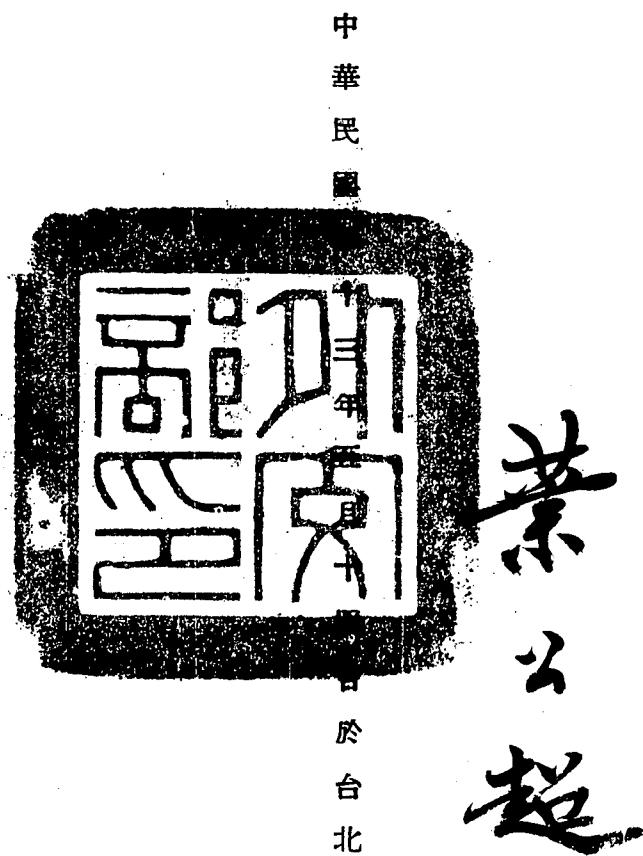
本部長順向

貴大使重表崇高之敬意。

此致

美利堅合衆國駐華藍欽大使

附件：該五十九號照會原附件抄本



美國政府移交中華民國政府各艇一覽表

巡邏艦

PC NOS. 1182, 1208, 1233, 1262, 1078, 1254, 786, 1232

PCC NO. 1168

PCM NO. 31

登陸小艇

八艘（無編號）

Translation

No. Wai(43)Met/I-004543

MINISTRY OF FOREIGN AFFAIRS,
*Taipei, May 14, 1954.***EXCELLENCY:**

I have the honor to acknowledge receipt of your note No. 59 of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 893.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, the above understandings.

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

YEH, KUNG-CHAO

Attachment: Transcript of listings annexed to the Ambassador's note No. 59.^[1]

His Excellency**KARL L. RANKIN,**

*Ambassador of the
United States of America.*

¹ See *ante*, p. 896, for the English language text.

CONFLICTING CLAIMS TO ENEMY PROPERTY

**TIAS 2980
June 21, 1952**

Understanding between the UNITED STATES OF AMERICA and NORWAY

- Signed at Washington June 21, 1952
- Entered into force April 27, 1954

**MEMORANDUM OF UNDERSTANDING
ON
CONFLICTING CLAIMS TO ENEMY PROPERTY
(Norway-United States)**

Discussions have been held by representatives of the Governments of Norway and the United States of America concerning the settlement of conflicting claims to enemy property in order to protect and make available non-enemy interest in such property and to dispose of the enemy interests in such property to the mutual advantage of both Governments.

As a result of these discussions, the representatives of each Government have agreed to recommend final adoption of this Memorandum of Understanding by their respective Governments. It is expressly understood that the proposals herein shall not be binding until the receipt by each Government of a notification from the other Government of its approval of these proposals.^[1]

Article I

A. The Attorney General of the United States will release to the Norwegian Enemy Property Custodian all securities of Norwegian issue vested in or transferred to the Attorney General as enemy property, together with any certificate evidencing any such security. In the event that a security subject to release has been liquidated, the net proceeds of liquidation shall be released in lieu thereof.

B. The Attorney General will release to the Norwegian Custodian any income paid on such security after the date it was vested in or transferred to the Attorney General. In addition, the Attorney General will release the income collected prior to vesting on those securities of Norwegian issue vested by Vesting Order No. 13970, which income was also vested by such Vesting Order.

C. No release need be made before the expiration of two years from the effective date of the relevant vesting order. In the event that, prior to release of any such security, or income thereon, or proceeds thereof, any administrative or judicial proceedings under Sections 9 or 32 of the United States Trading with the Enemy Act^[2] are commenced against the Attorney General for the return of any such security, income or proceeds, he may withhold release pending such proceedings. If the claimant does not establish a right to return in such proceedings, the Attorney General will thereupon release the

¹ Apr. 27, 1954.

² 40 Stat. 419; 60 Stat. 50; 50 U. S. C. app. §§ 9, 32.

property to the Norwegian Custodian. If the claimant does establish a right to return of the property, the Attorney General shall not be obligated to release the property to the Norwegian Custodian; and, in such event, the Norwegian Custodian will give sympathetic consideration to the release of any interest acquired by him in Norway in such security, upon certification by the United States Department of State that the claim is a meritorious one on the basis of the claimant's status as a persecutee, or as a non-resident of Germany during the war who did not espouse the enemy cause.

D. It is understood that the Attorney General is not obligated to release any security which the Norwegian Custodian will not treat as enemy property. The Norwegian Custodian will restore any security released to him which he does not treat as enemy property.

E. The Attorney General will release to the Norwegian Custodian the securities of Norwegian issue vested by Vesting Order No. 17128 or any proceeds therefrom to the extent that he is not required to make other disposition of such property under the terms of a prior international agreement which may apply to such securities.

F. The Norwegian Custodian will release to the Attorney General, on conditions similar to those in this Article applicable to releases by the Attorney General, any securities of United States issue acquired by the Norwegian Custodian as enemy property.

Article II

The Attorney General holds certain income from 300 shares of capital stock of Bethlehem Steel Corporation, which are vested by Vesting Order No. 17778, and the proceeds of sale of those shares. The Norwegian Custodian claims this property on the basis of the issuance of a bearer instrument in Norway by the registered owner of this property. He represents that he has seized the rights under this instrument as part of the assets of an enemy person, the enemy interest resulting from a transfer of this bearer instrument during the enemy occupation of Norway, and that judicial proceedings are pending in Norway respecting the Norwegian seizure. The Attorney General will release this property to the Norwegian Custodian if the enemy status of the person concerned is confirmed by the Norwegian courts, and if the Norwegian Custodian establishes that his seizure covers all rights in the bearer instrument.

Article III

The Attorney General will release to the Norwegian Custodian 50% of the sums obtained by the vesting of cover accounts maintained in United States banks by Norwegian banks for the account of German enemies.

Article IV

A. The Attorney General has vested \$742,414.87 held in the name of Internasjonalt Kvelstoffaksjeselskap, Oslo, Norway, (IKA), to which the Norwegian Government has asserted rights on its own behalf arising from enemy interests in and claims against the Norwegian company and its assets, and on behalf of non-enemy interests in and claims against that company and its assets.

B. The Attorney General will release to the Norwegian Custodian the sum of \$300,000 as the share of the assets in the United States allocable to all such non-enemy interests and claims.

C. The Attorney General shall retain the remainder of these assets as enemy property, and the Norwegian Custodian waives all claim thereto.

D. The Norwegian Custodian will obtain from any Norwegian national who has or may assert any direct or indirect interest in or claim to the assets retained by the Attorney General, an unconditional waiver of any such interest or claim, which he will forward to the Attorney General. In addition, to the extent of the \$300,000 released to him, the Norwegian Custodian will reimburse the Attorney General for any amounts which must be paid out by him pursuant to any final judgment in any judicial or administrative proceedings brought by a claimant asserting that he is a creditor of IKA or asserting under Section 9 or Section 32 of the Trading with the Enemy Act any direct or indirect interest in or claim to the assets retained by the Attorney General. In any administrative proceedings under the Trading with the Enemy Act the Norwegian Custodian and IKA may present evidence and arguments with respect to the claim. If by change in existing United States law German nationals generally become entitled to a return of vested property, the obligations and waivers of the Norwegian Custodian and of IKA set forth in this Article shall not apply with respect to claims based on the ownership by the claimant of all or any part of the assets retained by the Attorney General under this Article, or any interest therein, which may be allowed pursuant to such change in law.

Article V

The Department of State requests protection for the interests in assets in Norway, which certain American companies or individuals hold through enterprises located in Germany. The Norwegian Custodian agrees accordingly that he will take action to implement the dispositions set forth in the Annex to this Memorandum. The Annex is predicated upon such facts as were available at the time of the discussions. Both Governments recognize, however, that certain errors in the facts may be discovered in the course of executing this Article, or

assets not hitherto known may come to light. If any errors should be discovered, appropriate adjustments shall be made in the dispositions agreed upon. The disposition of new assets shall be effected in accordance with the principles underlying the dispositions set forth in the Annex.

ERIK T. POULSSON

Erik T. Poulsso

Norwegian Enemy Property Custodian

HAROLD I. BAYNTON

Harold I. Baynton

Assistant Attorney General

Director, Office of Alien Property

Department of Justice

JACK B. TATE

Jack B. Tate

Acting Legal Adviser

Department of State

Done in duplicate at

WASHINGTON

June 21, 1952

A N N E XAMERICAN COMPANY
OR
INDIVIDUALDISPOSITION OF ASSETS IN NORWAY IN
WHICH AMERICAN COMPANY OR INDIVI-
DUAL HAS INDIRECT INTEREST
THROUGH AN ENTERPRISE IN GER-
MANY1. *Trademark and Patent Cases*

a. Arndt, Siegfried

Trademarks, numbers 246/02, 30664, and 61/05,
will be released to Arndt.

b. General Motors Corp.

Trademarks, numbers 17051 and 19519 have
expired. Norwegian Custodian will assign to
General Motors whatever right, title, or interest
the Norwegian Custodian may still have in
these marks.

c. The Gillette Company

Trademarks, numbers 15458, 20711, 20950,
21968, 26319, were sold to the Gillette subsidiary
in Norway. The purchase price will be repaid to
the American company. Trademarks, numbers
5658, 11934, 16479, and 26323, will be released
to the Gillette subsidiary in Norway.d. Lehn & Fink Products
Corp.Purchase price of trademarks, numbers 37/1890
(possibly 39/1890) and 102/1900, sold to Alf
Nolke A/S will be paid to Lehn & Fink; Lehn &
Fink will try to persuade Nolke to return the
marks to it. If Lehn & Fink is unsuccessful, the
Norwegian Custodian will use his good offices to
persuade Nolke.Trademarks, numbers 1461 and 1462, will be
released to Lehn & Fink if they have not expired
or been disposed of. If they have been disposed
of, the same procedure will be followed as in case
of marks sold to Nolke.e. Mergenthaler Linotype
Co.
The Mayer familyTrademarks, numbers 3363, 11840, and 13989,
will be released either to Mergenthaler Setz-
maschinen G. m. b. H., or jointly 65% to Mergen-
thaler Linotype and 35% to Mayer family.

f. Underwood Corp.

Patents, numbers 64601 and 64884, will be
released to Underwood.Trademarks, numbers 9101, 10033, 28648, and
28649, will be released to Underwood (the first
two will expire August 1, 1952). Trademarks,
numbers 11753, 11754, 11755, and 29283, were
sold to one Johnsen of Oslo. The purchase price
will be repaid to Underwood. Underwood will
try to persuade Johnsen to return the marks to it.
If Underwood is unsuccessful, the Norwegian Cus-
todian will use his good offices to persuade
Johnsen.

- g. Corn Products Refining Co.** Trademark, number 19041, will be released to Corn Products.
- h. Boston Blacking Co.** Patent, number 67233, will be released to Boston Blacking.
- i. Loewe Radio, Inc.** Loewe, Siegmund The following patents will be released to Loewe Radio, Inc.: numbers 65880, 59746, 61164, 61201, 61423, 61930, 62197, 62869, 63339, 63851, 63730, 64471, 64389, 64603, 64961, 65338, 65418, 65577, 65880, 66457, 67505, 67879, 68149, 68218, 69060, 62869, 63851, 61207, 64961. *Caveat:* The following patents are claimed by Loewe Radio, but are shown on Norwegian records as (1) owned by others, or (2) expired, or (3) applied for, but not issued. *Other ownership:* numbers 57884, 68378, 71667, 72180, 72995, 75840, 76356, 78340, 79778, 79779, 62102, 64868; *Expired:* numbers 56671, 57609, 59860, 64001, 66676; *Applied for, but not issued:* numbers 80800, 80801, 80845 (81845?), 81846, 81899.

2. Tank Cars

Standard Oil Co. of New Jersey

The Norwegian Custodian will return the following cars to Standard Oil Company's Norwegian subsidiary on condition that the cars remain in Norway: car numbers 506329, 506853, 520195, 524272, 524400, 524409, 526638, 527997, 528051, 528055, 528197, 530504, 546060, 546130, 549319, 551605, 551646, 551781, 564855, 581136.

The Norwegian Custodian will return on the same conditions any other tank cars in Norway which are determined to have been, on May 8, 1945, the property of Deutsch-Amerikanische Petroleum-Gesellschaft (DAPG) now known as Esso A.G.

3. Share Interest

International General Electric Company

The Norwegian Custodian will release to I.G.E. 25% of the proceeds received from the sale of (1) A.E.G. Oslo, (Kr. 64,500) and (2) Norsk Telefunken, (Kr. 21,000); and 27% of the proceeds from the sale (1) of Osram A/S (Kr. 621,000) and (2) of a 60% interest in Drammens Lampefabrik (Kr. 89,100); in all, a total of Kr. 795,600.

The Norwegian Custodian has paid to the Swiss Compensation Office approximately Kr. 130,000, corresponding to royalty indebtedness due from Drammens to OSA Industrielle Beteiligungen, A.G., Switzerland. The United States will seek protection of I.G.E.'s interest in the amount paid from the Swiss Compensation Office. If the Swiss Compensation Office does not pay this amount to OSA, as was contemplated in the Norwegian-Swiss understanding, the Norwegian Custodian will join the United States in an approach

to the Swiss Compensation Office on the matter.

The Norwegian Custodian will sell patents, numbers and , and will pay I.G.E. 27% of the proceeds of sale. If the two patents, or either of them, originated with the General Electric Company of New York, G.E. will be granted a non-exclusive royalty-free and irrevocable license to such patent or patents, and the sale will be subject to such license.

4. Accounts Receivable

a. Intertype Corporation

An account receivable in the amount of RM 456.45 from Oscar Skovedt, Oslo, owing to the German subsidiary of Intertype has been collected by the Norwegian Custodian. The Norwegian Custodian will turn over the amount collected to the American company.

b. National Cash Register
Company

An account receivable in the amount of RM 2924.15 from one Aspaas of Oslo owing to the German subsidiary of National Cash Register was paid in May, 1945 to the Bank of Norway for Norwegian-German clearing. The Norwegian-Custodian will use his best offices to have the share of National Cash Register in this debt (i.e. 80%) returned to the American company.

**CUSTOMS CONCESSIONS
ON AUTOMOBILES**

**TIAS 2981
Apr. 26 and
May 10, 1954**

**Provisional Agreement between the
UNITED STATES OF AMERICA
and CHILE**

- **Effectuated by Exchange of Notes
Signed at Santiago April 26 and
May 10, 1954**
- **Entered into force May 10, 1954;
operative retroactively March 16, 1954**

The American Ambassador to the Chilean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 137

Santiago, April 26, 1954

EXCELLENCY:

I have the honor to refer to the agreement between the representatives of the Governments of the United States and Chile during the negotiation of the General Agreement on Tariffs and Trade (GATT) in Geneva in 1947 [¹] with respect to customs concessions by the Government of Chile on automobiles weighing from 1,501 to 1,700 net kilograms, and with a C.I.F. value of more than US\$ 1,500.^[2] The Government of Chile proposed to adopt the following measures: 1) establish a duty of 1.50 gold pesos per net kilogram for automobiles weighing from 1,501 to 1,700 net kilograms; 2) maintain for this class of automobile the limit of US\$ 1,500 for the purpose of application of the luxury products tax.

In order to give effect to the above mentioned concessions, I propose to Your Excellency that this note and Your Excellency's acknowledgment thereof be considered as a provisional agreement in accordance with the above understanding, the terms of which will be effective retroactively to March 16, 1954. This provisional agreement will be in force until March 16, 1955, or until such time as the Government of Chile gives effect to the concessions herein mentioned in accordance with the First Protocol of Modifications to the General Agreement on Tariffs and Trade (1949).^[3]

Please accept, Excellency the renewed assurances of my highest and most distinguished consideration,

WILLARD BEAULAC

His Excellency

Señor Don TOBIAS BARROS ORTIZ,
Minister of Foreign Affairs,
Santiago

¹ Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

² TIAS 2178; 2 UST 395. Effectuated by exchange of notes dated Apr. 9, 1949.

³ TIAS 2745; 3 UST, pt. 4, p. 5368.

*The Chilean Minister of Foreign Affairs to the American Ambassador*REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORESDIRECCION ECONOMICA
Departamento de Asuntos Económicos
Sección Estudios
FSY

No. 04310

Santiago, 10 de mayo de 1954.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota No. 137, de 26 de abril próximo pasado, de Vuestra Excelencia, que dice como sigue:

“Tengo el agrado de referirme al Convenio suscrito entre los representantes de los Gobiernos de los Estados Unidos de América y Chile durante la negociación del Acuerdo General sobre Aranceles Aduaneros y Comercio (GATT), en Ginebra, en 1947, respecto de las concesiones aduaneras otorgadas por el Gobierno de Chile para automóviles que pesen entre 1.501 y 1.700 kilos netos, y con un valor CIF superior a US\$ 1.500. El Gobierno de Chile se comprometió a adoptar las siguientes medidas: 1) fijar un derecho de \$1.50 oro por kilo neto, para los automóviles que pesen de 1.501 a 1.700 kilos netos; 2) mantener para estos automóviles el límite de US\$ 1.500 para los efectos de la aplicación del impuesto que grava a los artículos suntuarios.

Con el objeto de que se apliquen las concesiones mencionadas más arriba, vengo en proponer a Vuestra Excelencia que esta Nota y la respuesta afirmativa de Vuestra Excelencia se consideren como un Convenio Provisional, en conformidad con el compromiso que antecede, cuyos términos entrarán en vigencia retroactivamente a contar del 16 de marzo de 1954. Este Convenio Provisional regirá hasta el 16 de marzo de 1955, o hasta que el Gobierno de Chile haga efectivas las concesiones mencionadas en esta Nota, en conformidad al Primer Protocolo de Modificaciones al Acuerdo General sobre Aranceles Aduaneros y Comercio (1949).

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

Al respecto, tengo el honor de manifestar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la nota preinserta.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia el testimonio de las seguridades de mi más alta y distinguida consideración.

TOBIAS BARROS.

Excelentísimo Señor WILLARD L. BEAULAC,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Santiago*

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

ECONOMIC DIVISION
Department of Economic Affairs
Research Section
FSY

No. 04310

Santiago, May 10, 1954.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 137 of April 26, 1954, which reads as follows:

[For the English language text of the note, see *ante*, p. 916.]

With reference to this matter, I have the honor to inform Your Excellency of my Government's agreement to the terms of the note quoted above.

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

TOBIAS BARROS.

His Excellency

WILLARD L. BEAULAC,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santiago.*

TECHNICAL COOPERATION

**TIAS 2982
Jan. 22, 1954**

Surinam and the Netherlands Antilles

Agreement between the UNITED STATES OF AMERICA and the NETHERLANDS

- Signed at the Hague January 22, 1954
- Entered into force April 21, 1954

**General Agreement for Technical Cooperation
between the Government of the United States of
America and the Government of the Kingdom of
the Netherlands**

**Algemene Overeenkomst inzake technische samen-
werking tussen de Regering van de Verenigde Staten
van Amerika en de Regering van het Koninkrijk der
Nederlanden**

General Agreement for Technical Cooperation between the Government of the United States of America and the Government of the Kingdom of the Netherlands

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

Considering that the peoples of the United States of America and of the territories of the Kingdom of the Netherlands have a common interest in economic and social progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective, and

Considering that the interchange of technical knowledge and skills will strengthen the mutual security of both peoples, and develop their resources in the interest of maintaining their security, and

Considering that the Government of the United States of America and the Government of the Kingdom of the Netherlands have agreed to join in promoting international understanding and good will and in maintaining world peace, and to undertake such action as they may mutually agree upon to eliminate causes for international tension,

Have agreed as follows:

Article I

Application

This Agreement shall apply to the territories of Surinam and the Netherlands Antilles (hereinafter to be referred to as "the Territories") for the international relations of which the Government of the Netherlands is responsible.

Article II

Assistance and Cooperation

1. The Government of the United States of America and the Government of the Netherlands undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated

Algemene Overeenkomst inzake technische samenwerking tussen de Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden,

Overwegende, dat de volkeren van de Verenigde Staten van Amerika en van de gebieden van het Koninkrijk der Nederlanden een gemeenschappelijk belang hebben bij de economische en sociale vooruitgang, en dat de gezamenlijke pogingen tot uitwisseling van technische kennis en bekwaamheid ertoe zullen bijdragen dat dit doel wordt bereikt, en

Overwegende, dat de uitwisseling van technische kennis en bekwaamheid de wederzijdse veiligheid van beide volkeren zal versterken en hun hulpbronnen zal ontwikkelen in het belang van het handhaven van hun veiligheid, en

Overwegende, dat de Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden zijn overeengekomen mede te werken tot het bevorderen van het internationaal begrip en een goede internationale verstandhouding en tot het handhaven van de wereldvrede, en die stappen te nemen welke zij onderling kunnen overeenkomen teneinde de oorzaken van internationale spanning weg te nemen,

Zijn overeengekomen als volgt:

Artikel I

Toepassing

Deze Overeenkomst is van toepassing op de gebieden Suriname en de Nederlandse Antillen (hierna te noemen "de Gebieden") voor welker internationale betrekkingen de Nederlandse Regering verantwoordelijk is.

Artikel II

Bijstand en Samenwerking

1. De Regering van de Verenigde Staten van Amerika en de Nederlandse Regering verbinden zich met elkaar samen te werken bij het uitwisselen van technische kennis en bekwaamheid en bij daarmede in verband staande werkzaamheden welke erop gericht

development of the economic resources and productive capacities of the Territories to which the present Agreement applies. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached by the Foreign Operations Administration of the United States of America and duly designated representatives of the Governments of the Territories, as well as, when appropriate, by the Government of the Netherlands, or by other persons, agencies or organizations designated by the two Governments parties to this Agreement.

2. The Government of the Netherlands through its duly designated representatives in cooperation with representatives of the Territories and of the Foreign Operations Administration, or other duly designated representatives of the United States of America, and representatives of appropriate international organizations will endeavor to coordinate and integrate all technical cooperation programs being carried on in the Territories.

3. The Government of the Netherlands will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs.

4. The Government of the Netherlands will endeavor to make effective use of the results of programs and projects carried on under this Agreement.

5. The two Governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement, to program and project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

Article III

Information and Publicity

1. The Government of the Netherlands will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon:

a. Information concerning projects, programs, measures and operations carried on under this Agreement including a statement of the use

zijn bij te dragen tot een evenwichtige en geïntegreerde ontwikkeling van de economische hulpbronnen en de productie-capaciteit van de Gebieden waarop deze Overeenkomst van toepassing is. Speciale programma's ten aanzien van de technische samenwerking en speciale projecten zullen worden uitgevoerd ingevolge de bepalingen van aparte op schrift gestelde later overeen te komen afspraken of overeenkomsten tussen de "Foreign Operations Administration" van de Verenigde Staten van Amerika en behoorlijk daartoe aangewezen vertegenwoordigers van de Regeringen van de Gebieden, en, indien zulks ter zake dienende is, door de Nederlandse Regering of door andere personen, lichamen of organisaties welke door de beide Regeringen, welke partij zijn bij deze Overeenkomst, zijn aangewezen.

2. De Nederlandse Regering, door middel van haar behoorlijk daartoe aangewezen vertegenwoordigers, in samenwerking met vertegenwoordigers van de Gebieden en van de "Foreign Operations Administration" of andere behoorlijk daartoe aangewezen vertegenwoordigers van de Verenigde Staten van Amerika, en vertegenwoordigers van daarvoor in aanmerking komende internationale organisaties zullen trachten alle programma's ten aanzien van technische samenwerking, welke in de Gebieden worden uitgevoerd, te coördineren en te integreren.

3. De Nederlandse Regering zal haar medewerking verlenen bij het onderling uitwisselen van technische kennis en bekwaamheid met andere landen welke deelnemen in programma's ten aanzien van technische samenwerking.

4. De Nederlandse Regering zal trachten een doeltreffend gebruik te maken van de resultaten van krachtens deze Overeenkomst uitgevoerde programma's en projecten.

5. Indien een van beide Regeringen zulks wenst, zullen de beide Regeringen overleg plegen ten aanzien van elke aangelegenheid welke betrekking heeft op de toepassing van de Overeenkomst, op overeenkomsten ten aanzien van bepaalde programma's of projecten, welke tussen haar reeds zijn gesloten of nog zullen worden gesloten, of op krachtens zodanige overeenkomsten uitgevoerde werkzaamheden of regelingen.

Artikel III

Inlichtingen en Openbaarheid

1. De Nederlandse Regering zal, met inachtneming van de in onderling overleg vast te stellen vorm en tussenpozen, aan de Regering van de Verenigde Staten inlichtingen verstrekken ten aanzien van:

a. projecten, programma's, maatregelen en werkzaamheden welke krachtens deze Overeenkomst worden uitgevoerd met inbegrip van

of funds, materials, equipment, and services provided thereunder;

b. Information regarding technical assistance for the Territories that has been or is being requested of other countries or of international organizations.

2. The Governments of the United States of America and the Netherlands will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement. Not less frequently than once a year, the Government of the Netherlands will make public in the Netherlands and in the Territories to which this Agreement applies and the Government of the United States of America will make public in the United States, periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Governments will, in conformity with the statement, published July 20, 1950, by the Member Governments of the Caribbean Commission on the role of that Commission in technical assistance programs, keep the Caribbean Commission fully informed of projects, programs or project proposals for technical assistance activities under this Agreement.

Article IV

Program and Project Agreements

1. The program and project agreements referred to in Article II, paragraph 1, above will include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contributions of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article III, paragraph 1, above.

2. Any funds, materials and equipment introduced into the Territories to which this Agreement applies, by, or on behalf of, the Government of the United States of America or by, or on behalf of, contractors and agents performing services pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

een opgave van het gebruik dat gemaakt wordt van de krachtens deze Overeenkomst verstrekte geldmiddelen, materialen, materieel en diensten;

b. technische bijstand voor de Gebieden welke is of wordt verzocht aan andere landen of aan internationale organisaties.

2. De Regering van de Verenigde Staten van Amerika en de Nederlandse Regering zullen trachten volledige openbaarheid te geven aan de doelstellingen en de vorderingen van het krachtens deze Overeenkomst uitgevoerde programma inzake technische samenwerking. De Nederlandse Regering zal minstens eenmaal per jaar in Nederland en in de Gebieden waarop deze Overeenkomst van toepassing is, en de Regering van de Verenigde Staten zal minstens eenmaal per jaar in de Verenigde Staten, periodieke rapporten publiceren betreffende de krachtens deze Overeenkomst uitgevoerde programma's inzake technische samenwerking. Deze rapporten bevatten ondermeer gegevens betreffende het gebruik dat gemaakt wordt van geldmiddelen, materialen, materieel en diensten.

3. In overeenstemming met het op 20 Juli 1950 door de Regeringen welke lid zijn van de Caraïbische Commissie gepubliceerde rapport over de rol van die Commissie in programma's ten aanzien van technische bijstand, zullen de Regeringen de Caraïbische Commissie volledig op de hoogte houden van projecten, programma's of voorstellen van projecten voor technische bijstand werkzaamheden krachtens deze Overeenkomst.

Artikel IV

Overeenkomsten betreffende Programma's en Projecten

1. De in lid 1 van Artikel II bedoelde overeenkomsten betreffende programma's en projecten zullen eveneens bepalingen bevatten met betrekking tot het beleid, de administratieve werkwijzen, de uitgaven en de verantwoording van geldmiddelen, de bijdragen welke elke partij zal betalen in de kosten van het programma of project, en het verstrekken van gedetailleerde inlichtingen van de soort als bedoeld in lid 1 van Artikel III.

2. Alle door of namens de Regering van de Verenigde Staten van Amerika of door of namens aannemers en agenten die krachtens zodanige overeenkomsten betreffende programma's en projecten diensten verrichten, in de Gebieden waarop deze Overeenkomst van toepassing is ingevoerde geldmiddelen, materialen en materieel zijn vrijgesteld van belasting, betalingen voor het verrichten van diensten,

3. The Government of the Netherlands agrees that a fair share of the cost of technical cooperation programs and projects under this Agreement will be borne by that Government or by the Governments of the Territories.

Article V

Personnel

All personnel of the Government of the United States of America and accompanying members of their families whether employed directly by it or under contract with a public or private agency in the Territories in connection with cooperative technical assistance programs and projects shall be exempt from all Netherlands or Territorial income taxes and social security taxes with respect to the income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use and from the payment of tariff, custom or import duties on personal effects, equipment, and supplies and household effects imported into the Territories for their own use.

Article VI

Entry into Force, Amendment, Duration

1. After the approval constitutionally required in the Netherlands has been obtained, the present Agreement shall enter into force on the date of receipt by the Government of the United States of America of a relevant notification from the Netherlands Government.^[1] It shall remain in force until three months after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

2. If, during the life of this Agreement, either Government should consider that there should be an amendment thereof, it shall so notify the other Government in writing and the two Governments will thereupon consult with regard to the proposal for amendment.

3. Subsidiary project and other agreements and arrangements which may be concluded may remain in force beyond any termina-

¹ Apr. 21, 1954.

het voldoen aan eisen ten aanzien van beleggingen en het storten van waarborgsommen en deviezenbeperkingen.

3. De Nederlandse Regering stemt ermee in dat een redelijk gedeelte van de aan de programma's en projecten op het gebied van de technische bijstand krachtens deze Overeenkomst verbonden kosten door de Nederlandse Regering of door de Regeringen van de Gebieden wordt gedragen.

Artikel V

Personnel

Al het personeel van de Regering van de Verenigde Staten van Amerika en de hen begeleidende familieleden, ongeacht of dit personeel in directe dienst staat van de Regering van de Verenigde Staten of werkt onder een contract met een openbaar of particulier lichaam in de Gebieden in verband met programma's en projecten ten aanzien van samenwerking op het gebied van technische bijstand, zijn in Nederland of in de Gebieden vrijgesteld van alle belastingen op het inkomen of sociale verzekeringsbijdragen ten aanzien van inkomen waarop zij verplicht zijn inkomenbelasting of sociale verzekeringsbijdragen te betalen aan de Regering van de Verenigde Staten van Amerika, en van vermogensbelasting op eigendommen bestemd voor hun eigen gebruik, en van de betaling van douane- of invoerrechten op persoonlijke goederen, materieel en voorraden en huishoudelijke artikelen welke voor hun persoonlijk gebruik in de Gebieden worden ingevoerd.

Artikel VI

Inwerkingtreding, wijziging, werkingsduur

1. Deze Overeenkomst treedt in werking nadat zij de in Nederland grondwettelijk vereiste goedkeuring heeft verkregen, op de dag van ontvangst der desbetreffende kennisgeving door de Nederlandse Regering aan de Regering van de Verenigde Staten van Amerika. Zij blijft van kracht tot drie maanden nadat een van beide Regeringen aan de andere Regering kennis heeft gegeven van haar voornemen de Overeenkomst te beëindigen.

2. Indien gedurende de werkingsduur van deze Overeenkomst een van beide Regeringen van mening mocht zijn dat er een wijziging in de Overeenkomst dient te worden aangebracht, geeft zij daarvan schriftelijk kennis aan de andere Regering waarna de beide Regeringen overleg zullen plegen over het voorstel tot wijziging.

3. De bijkomstige overeenkomsten of regelingen inzake projecten of andere bijkomstige overeenkomsten of regelingen welke eventueel

tion of this Agreement, in accordance with such arrangements as the two Governments may make.

4. This Agreement is complementary to and does not supersede existing agreements between the two Governments except insofar as other agreements are inconsistent herewith.

IN FAITH WHEREOF the undersigned representatives, duly authorised for that purpose, have signed the present Agreement.

Done at the Hague, this 22nd day of January, 1954, in duplicate in the English and Dutch languages, both texts being equally authentic.

For the Government of the United States of America:

H. FREEMAN MATTHEWS

For the Government of the Kingdom of the Netherlands:

J W BEYEN

J LUNS

gesloten kunnen worden kunnen van kracht blijven ook na de beëindiging van deze Overeenkomst, in overeenstemming met door de beide Regeringen te treffen regelingen.

4. Deze Overeenkomst is een aanvulling op, en dient niet ter vervanging van, tussen de beide Regeringen bestaande overeenkomsten behalve voor zover andere overeenkomsten onverenigbaar mochten zijn met deze Overeenkomst.

TEN BLIJKE WAARVAN de hiertoe behoorlijk gevoldmachtingde vertegenwoordigers deze Overeenkomst hebben ondertekend.

GEDAAN te 's-Gravenhage, de 22.^e Januari 1954, in tweevoud in de Engelse en in de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek.

Voor de Regering van de Verenigde Staten van Amerika:

H. FREEMAN MATTHEWS

Voor de Regering van het Koninkrijk der Nederlanden:

J W BEYEN

J LUNS

TIAS 2983
Dec. 30, 1953

TECHNICAL COOPERATION

Program of Reforestation and Dune Stabilization in Area Between Maule and Bío-Bío Rivers

Agreement between the UNITED STATES OF AMERICA and CHILE

- Signed at Santiago December 30, 1953
- Entered into force December 30, 1953

**AGREEMENT FOR A COOPERATIVE PROGRAM BETWEEN THE
GOVERNMENT OF CHILE AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

The Government of the Republic of Chile, represented by its Minister of Foreign Affairs, his Excellency Guillermo del Pedregal, and the Government of the United States of America, represented by its Ambassador in the Republic of Chile, his Excellency Willard L. Beaulac, have agreed as follows:

ARTICLE I

Pursuant to the Basic Agreement for Technical Cooperation, signed on behalf of the two Governments at Santiago, Chile, on January 16, 1951, [¹] ratified by the Chilean Congress and promulgated by Decree No. 392 of the Ministry of Foreign Affairs, dated June 26, 1951, a cooperative program as described below shall be initiated in Chile. The obligations assumed herein by the Government of the Republic of Chile, will be performed by it through the Ministerio de Tierras y Colonizacion (hereinafter referred to as the MINISTRY). The obligations assumed herein by the Government of the United States of America will be performed by it through the Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America (hereinafter referred to as the INSTITUTE). The Ministry, on behalf of the Government of the Republic of Chile, and the Institute, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. The Institute will secure the assistance of other agencies of the Government of the United States of America and of other

¹Treaties and Other International Acts Series 2403; 3 UST 390.

public and private agencies in discharging its obligations under this Agreement. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the Basic Agreement for Technical Cooperation.

ARTICLE II

The objectives of this cooperative program will be:

1. Conservation of soil and water resources in the watershed of the Andalien River in the Province of Concepcion, by means of a reforestation program to be undertaken in cooperation with the Project for Soil and Water Conservation of the Program of Agricultural Development and Rural Hygiene for the Provinces of Maule, Ñuble, and Concepcion, which was signed on July 15, 1953. [¹]
2. Stabilization and aforestation of the Chanco Dunes.
3. Technical and financial assistance in establishing a tree nursery in cooperation with the Dirección Nacional de Agricultura and the Departamento Técnico Interamericano de Cooperación Agrícola through Project No. 22 "Soil and Water Conservation Project" which was signed on August 1, 1953. [¹]
4. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in this field.
5. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Chile and to strengthen the democratic ways of life.

ARTICLE III

The Institute agrees to furnish the technicians and specialists

^¹Not printed.

to collaborate in carrying out the cooperative program.

ARTICLE IV

There is hereby established a Joint Fund which will serve as an agency of the Government of the Republic of Chile and shall administer the cooperative program in accordance with the provisions of this Agreement. The Ministro de Tierras y Colonizacion (hereinafter referred to as the MINISTER), or his delegate, and the Director of Technical Cooperation of the Institute in Chile, or his representative, shall act as Directors of the Joint Fund. The moneys of the Joint Fund may be maintained in such bank or banks as the Directors shall select, and shall be available only for the purposes of this Agreement.

ARTICLE V

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

1. The Government of the United States of America, during the period from the date of signing of this Agreement through June 30, 1954, shall make available the funds necessary to pay salaries and other expenses of the American Specialists and Technicians, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Joint Fund.
2. In addition, for the period from the date on which this Agreement

is signed through June 30, 1954, the Government of the United States of America shall contribute and make available to the Joint Fund the sum of \$ 20,000.00 (Twenty Thousand Dollars) in currency of the United States of America. The contracting parties agree that these funds shall be withheld in the United States of America to pay the expenses of the Joint Fund to be made outside of the Republic of Chile in U.S. Dollars; provided, however, that the Minister and the Director of Technical Cooperation of the Institute may agree to deposit any part of this sum to the Joint Fund when deemed necessary. The amounts used for payments in dollars, when expended as agreed upon by the Minister and the Director shall be considered as if deposited to the credit of the Joint Fund.

3. The Government of the Republic of Chile, for the period from the date on which this Agreement is signed through June 30, 1954, shall deposit to the credit of the Joint Fund the sum of \$ 6,600,000.00 (Six Million Six Hundred Thousand Pesos) in currency of the Republic of Chile.

4. The contracting parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1954, through June 30, 1960.

5. The conversion of the funds contributed by the Government of the United States of America to the Joint Fund into pesos shall be made at the highest exchange rate available at the time of the conversion.

6. The sums deposited to the credit of the Joint Fund in banks, either in the United States of America or in Chile, shall be withdrawn

only by checks or other documents bearing the joint signature of both Directors of the Joint Fund. The Directors shall provide in the deposit agreement to be made with any bank that the bank shall be obligated to repay to the Joint Fund any moneys which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by both Directors.

ARTICLE VI

1. Projects undertaken under this Agreement may include cooperation with national or provincial local governmental agencies in Chile, as well as with organizations of a public or private character, and international organizations of which the United States of America and the Republic of Chile are members. By agreement between the Directors, contributions of funds or property, by either or both parties, or by any third party may be accepted for the Joint Fund in addition to those mentioned in Article V.

2. The Government of the Republic of Chile in addition to the cash contribution provided for in Paragraph 3 of Article V hereof, may, at its own expense, pursuant to agreement between the Minister and the Director:

a. Appoint specialists and other necessary personnel to collaborate with the Joint Fund.

b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services, as it can provide.

c. Make available the general assistance of the other govern-

mental agencies of the Government of the Republic of Chile for carrying out the cooperative program.

ARTICLE VII

1. The cooperative program shall consist of projects, to be jointly planned and administered by the Directors of the Joint Fund. Each Project shall be embodied in a written operational agreement which shall be signed by both Directors, shall define the work to be done, shall make the necessary allocations of funds, and may contain such other matters as the parties may agree to include.
2. Upon completion of any projects, a completion memorandum shall be drawn up and signed by the Directors which shall contain a record of the work done, the objectives sought to be achieved, the funds contributed, the expenditures made, the problems encountered and solved, and other related basic data.
3. The specialists, technicians and other chilean personnel in the field of agriculture to be sent for training to the United States of America or elsewhere at the expense of the Joint Fund pursuant to this program, as well as the training or other activities in which they shall participate shall be determined jointly by the Directors.
4. The general policy and administrative procedures that are to govern the cooperative program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement and accounting for funds, the incurrence of obligations of the Joint Fund, the purchase, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund and the terms and conditions

of their employment, and all other administrative matters shall be determined jointly by the Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Joint Fund and shall be signed by both Directors. The books and records of the Joint Fund relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the Republic of Chile and the Government of the United States of America. The Directors of the Joint Fund shall render a joint annual report of their activities to the two Governments and other reports at such intervals as may be appropriate.

6. Any power, right or obligation conferred by this Agreement upon either the Minister or the Director of Technical Cooperation of the Institute may be delegated by either of them to any of their respective assistants, provided each such delegation be satisfactory to the other. Such delegation will not limit the right of the Minister or of the Director of Technical Cooperation to determine any matter directly between them.

ARTICLE VIII

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

2. All materials, equipment and supplies acquired for the cooperative

program shall become the property of the Joint Fund and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Chile.

3. Interest received on funds of the Joint Fund and any other increment of assets of the Joint Fund, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against any contribution due from either Government.

4. Any funds of the Joint Fund which remain unexpended or unobligated on the termination of the cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be disposed of in the following manner:

a. Deposits in Chilean Currency will be returned to the Government of Chile.

b. Deposits in United States Currency will be returned to the Government of the United States of America.

ARTICLE IX

The Government of Chile agrees to extend to the Joint Fund, and to all personnel employed by the Joint Fund, all rights and privileges enjoyed by agencies of the Government of Chile or by its personnel.

ARTICLE X

It is agreed by the contracting parties that the personnel of the Institute, cooperating in this Program, shall be entitled to all the rights accorded to employees of the Government of the United States of

America under Article IV of the Basic Agreement for Technical Cooperation.

ARTICLE XI

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

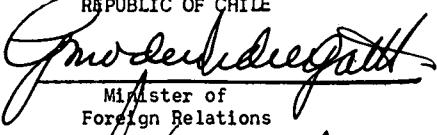
ARTICLE XII

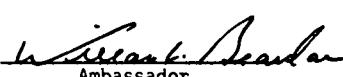
This Agreement may be referred to as the CHILEAN-AMERICAN AGREEMENT FOR A PROGRAM OF REFORESTATION AND DUNE STABILIZATION IN THE AREA BETWEEN THE MAULE AND BIO-BIO RIVERS. It shall become effective on the date it is signed and shall remain in force through June 30, 1960, or until three months after either Government shall give notice in writing to the other of intention to terminate it. The duration of this Agreement through June 30, 1960, shall be subject to the availability of appropriations to both parties for the purpose of the program and to the provisions of Article V, Paragraph 4, hereof.

Done in QUADRUPLETCATE, in the English and Spanish languages, at Santiago, Chile, this 30th day of December, 1953.

FOR THE GOVERNMENT OF THE
REPUBLIC OF CHILE

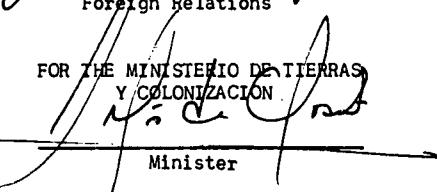
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

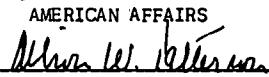

Minister of
Foreign Relations


Ambassador

FOR THE MINISTERIO DE TIERRAS
Y COLONIZACION

FOR THE INSTITUTE OF INTER-
AMERICAN AFFAIRS


Minister


Director of Technical
Cooperation in Chile

ACUERDO PARA UN PROGRAMA COOPERATIVO ENTRE
EL GOBIERNO DE CHILE Y EL DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de Chile, representado por el Ministro de Relaciones Exteriores, Excelentísimo señor Guillermo del Pedregal, y el Gobierno de los Estados Unidos de América, representado por su Embajador en la República de Chile, Excelentísimo señor Willard Beaulac, han acordado lo que sigue:

ARTICULO I

En conformidad con el Convenio Básico para Cooperación Técnica, suscrito por los dos Gobiernos en Santiago de Chile, el 16 de Enero de 1951, ratificado por el Congreso de Chile y promulgado por el Decreto N° 392, de fecha 26 de Junio de 1951, del Ministerio de Relaciones Exteriores, se iniciará en Chile el programa cooperativo que más adelante se indica. Los compromisos contraídos por el Gobierno de Chile mediante este Acuerdo, serán cumplidos por el Ministerio de Tierras y Colonización (en adelante llamado "Ministerio"). Los compromisos contraídos por el Gobierno de los Estados Unidos de América, serán cumplidos por el Instituto de Asuntos Interamericanos (en adelante llamado "Instituto"), una agencia incorporada de dicho Gobierno. El Ministerio, en representación del Gobierno de la República de Chile, y el Instituto, en representación del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases de la planificación y la administración del programa cooperativo. El Instituto obtendrá la colaboración de otras reparticiones del Gobierno de los Estados Unidos de América y de otras instituciones, públicas o privadas, para cumplir con los compromisos contraídos por el presente Acuerdo. Este Acuerdo y todas las actividades que se emprendan en virtud de él, estarán sujetas a lo estipulado en el Convenio Básico para Cooperación Técnica.

ARTICULO II

Los objetivos de este programa cooperativo serán:

1. Conservación de suelos y aguas en la hoya hidrográfica del río Andalién en la Provincia de Concepción, por medio de un programa de reforestación, como parte

del Proyecto de Conservación de Suelos y Aguas del Programa de Desarrollo Agrícola e Higiene Rural en las Provincias de Maule, Ñuble y Concepción, suscrito el 15 de Julio de 1953.

2. Estabilización y forestación de las dunas de Chanco.
3. Colaboración técnica y financiera en el establecimiento de un vivero forestal en cooperación con la Dirección Nacional de Agricultura y el Departamento Técnico Interamericano de Cooperación Agrícola, por medio del Proyecto N° 22 - "Proyecto de Conservación de Suelos y Aguas", suscrito el 1º de Agosto de 1953.
4. Estímulo e incremento del intercambio, entre ambos países, de conocimientos, técnicas y prácticas en este ramo.
5. Fomento y robustecimiento de la amistad y buen entendimiento entre los pueblos de Chile y de los Estados Unidos de América y fortalecimiento de las prácticas democráticas.

ARTICULO III

El Instituto acuerda proporcionar los técnicos y especialistas que colaborarán en la realización del programa cooperativo.

ARTICULO IV

Por el presente instrumento se establece un Fondo Común que funcionará como un organismo del Gobierno de la República de Chile y administrará el programa cooperativo en conformidad con lo estipulado en el presente Acuerdo. El Ministro de Tierras y Colonización (en adelante llamado "Ministro"), o su Delegado, y el Director de Cooperación Técnica del Instituto en Chile, o su Delegado, actuarán como Directores del Fondo Común. Los dineros del Fondo se mantendrán en el banco o bancos que determinen los Directores y estarán disponibles exclusivamente para los fines de este Acuerdo.

ARTICULO V

Las partes contratantes proporcionarán, en la medida prevista a continuación, los fondos para llevar a cabo el programa durante el período comprendido por este Acuerdo.

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la fecha en que se firma este Acuerdo y el 30 de Junio de 1954,

proveerá los fondos necesarios para cancelar los sueldos y otros gastos de los técnicos y especialistas norteamericanos, así como otros gastos de orden administrativo en que pueda ocurrir el Gobierno de los Estados Unidos de América con relación a este programa cooperativo. Estos fondos serán administrados por el Instituto y no se depositarán en la cuenta del Fondo Común.

2. Además, el Gobierno de los Estados Unidos de América aportará y proporcionará al Fondo Común para el período comprendido entre la fecha en que se firma este Acuerdo, y el 30 de Junio de 1954, la suma de US \$20.000.00 (Veinte Mil Dólares), en moneda de los Estados Unidos de América. Las partes contratantes acuerdan que estos fondos serán retenidos en los Estados Unidos de América para pagar los gastos del Fondo Común efectuados fuera de la República de Chile en dólares, sin perjuicio que el Ministro y el Director de Cooperación Técnica del Instituto puedan acordar depositar en la cuenta del Fondo Común cualquiera parte de esta suma cuando lo estimen conveniente. Las sumas así invertidas para pagos en dólares serán consideradas como depositadas en la cuenta del Fondo Común, siempre que su inversión haya sido acordada por el Ministro y el Director.

3. El Gobierno de la República de Chile depositará en la cuenta del Fondo Común para el período comprendido entre la fecha en que se firma este Acuerdo y el 30 de Junio de 1954, la suma de \$ 6.600.000.00 (Seis Millones Seiscientos Mil Pesos) en moneda de la República de Chile.

4. Las partes contratantes podrán acordar por escrito posteriormente los fondos que contribuirán y proporcionarán cada año las respectivas partes para continuar el programa durante el período comprendido entre el 30 de Junio de 1954 y el 30 de Junio de 1960.

5. La conversión de los fondos aportados por el Gobierno de los Estados Unidos de América al Fondo Común, deberá efectuarse al cambio más alto obtenible al momento de la conversión.

6. Las sumas depositadas en la cuenta del Fondo Común, tanto en los bancos de los Estados Unidos de América como en Chile, podrán retirarse únicamente mediante cheques u otros instrumentos de pago debidamente firmados por ambos Directores del Fondo Común. Los Directores estipularán en el Acuerdo de Depósito a firmarse con

cualquier banco, que el banco se comprometerá a restituir al Fondo Común cualquiera suma de dinero que sea pagada por el banco del Fondo Común mediante cualesquier documentos que no sean los cheques u otros instrumentos de pago firmados por ambos Directores.

ARTICULO VI

1. Los proyectos que se emprendan en conformidad a este Acuerdo podrán comprender la cooperación de otras instituciones fiscales de carácter nacional o provincial chilenas, como asimismo la de organizaciones de carácter público o privado, y de instituciones internacionales de las cuales la República de Chile y los Estados Unidos de América son miembros. Por acuerdo de los Directores, podrán aceptarse para el Fondo Común los aportes en dinero o bienes que se reciban de una o de ambas partes contratantes o de terceras partes, además de las ya citadas en el Artículo V.

2. El Gobierno de la República de Chile, además del aporte en dinero efectivo estipulado en el párrafo 3 del Artículo V de este Acuerdo, podrá a sus expensas y por acuerdo entre el Ministro y el Director:

- a) Designar técnicos y otro personal necesario para colaborar con el Fondo Común;
- b) Proporcionar las oficinas, equipo y mobiliario para oficinas y otras facilidades, materiales, equipo, útiles y servicios que pueda facilitar para el programa;
- c) Proporcionar la ayuda general de otras reparticiones del Gobierno de la República de Chile para llevar a cabo el programa cooperativo.

ARTICULO VII

1. El programa cooperativo consistirá en proyectos que deberán ser planificados y administrados conjuntamente por los Directores del Fondo Común. Cada proyecto será incorporado en un acuerdo de proyecto de trabajo, firmado por ambos Directores, que definirá el trabajo por realizar; asignará los fondos necesarios y comprenderá otros asuntos que los Directores acuerden incluir.

2. Al término de cualquier proyecto, se redactará un Memorandum de Terminación de Proyecto, que será firmado por los Directores, y contendrá un informe

del trabajo realizado, los objetivos que se perseguía alcanzar, los fondos aportados, los gastos hechos, los problemas que se hubieren presentado y resuelto y demás datos pertinentes.

3. Los especialistas, técnicos y otro personal chileno en el ramo de la agricultura que sean enviados a los Estados Unidos de América u otro país por cuenta del Fondo Común en virtud de este programa, así como las actividades de especialización u otras en que ellos participen, serán determinadas conjuntamente por los Directores.

4. Las normas generales y procedimientos administrativos que regirán el programa cooperativo, la ejecución de los proyectos y el manejo de los dineros del Fondo Común, tales como su desembolso y contabilización; la aceptación de compromisos por parte del Fondo Común; la compra, uso, inventario, control y disposición de los bienes; el nombramiento y despido de jefes y de otro personal del Fondo Común y los términos y condiciones de su empleo y todo otro asunto de índole administrativa, serán determinados conjuntamente por los Directores.

5. Todos los contratos y otros instrumentos y documentos relativos a la ejecución de los proyectos acordados se extenderán en nombre del Fondo Común y serán firmados por ambos Directores. Los libros y registros relativos al programa cooperativo estarán en todo momento disponibles para su inspección por los representantes autorizados del Gobierno de la República de Chile y del Gobierno de los Estados Unidos de América. Los Directores del Fondo Común rendirán conjuntamente un informe anual de sus actividades a los dos Gobiernos, y otros informes periódicos según se estime conveniente.

6. Cualquier derecho, poder u obligación conferido por este Acuerdo, tanto al Ministro o al Director de Cooperación Técnica del Instituto, podrá ser delegado por cualquiera de ellos a cualquiera de sus respectivos ayudantes, siempre que dicha delegación sea, en cada caso, satisfactoria al otro contratante. Tal delegación no limitará el derecho del Ministro ni del Director de Cooperación Técnica de resolver directamente entre ellos cualquiera de los asuntos que comprende este Acuerdo.

ARTICULO VIII

1. Las sumas depositadas en la cuenta del Fondo Común en conformidad a este

Acuerdo, permanecerán disponibles para los fines del programa cooperativo durante la vigencia del presente Acuerdo, sin tomar en consideración la terminación del año calendario o del ejercicio presupuestario de cualquiera de los dos Gobiernos.

2. Todos los materiales, equipos y útiles adquiridos para el programa cooperativo serán bienes del Fondo Común y se utilizarán exclusivamente para los fines del programa. Cualquier material, equipo y útiles que quede al término de este programa cooperativo quedará a disposición del Gobierno de Chile.

3. Los intereses que perciba el Fondo Común y cualquier otro incremento en el haber del Fondo Común, de cualquiera naturaleza u origen, serán destinados a la realización del programa y no se abonarán a los aportes que deberán efectuar cualquiera de los Gobiernos.

4. A menos que las partes contratantes acuerden otra cosa, los dineros del Fondo Común que no hubieren sido gastados o comprometidos al término del programa cooperativo serán destinados como sigue:

a) Los fondos depositados en moneda chilena se devolverán al Gobierno de la República de Chile;

b) Los fondos que queden depositados en dólares en los Estados Unidos de América, se devolverán al Gobierno de los Estados Unidos de América.

ARTICULO IX

El Gobierno de Chile acuerda conceder al Fondo Común y a todo su personal todos los derechos y privilegios de que gozan las reparticiones del Gobierno de la República de Chile o su personal.

ARTICULO X

Las partes contratantes acuerdan que el personal del Instituto que cooperará en este programa, tendrá los mismos derechos que se le confieren a los empleados del Gobierno de los Estados Unidos de América en el Artículo IV del Convenio Básico para Cooperación Técnica.

ARTICULO XI

El Gobierno de la República de Chile tratará de obtener la aprobación legislativa y tomará las medidas administrativas necesarias para el cumplimiento de los términos de este Acuerdo.

ARTICULO XII

Este Acuerdo se denominará "Acuerdo Chileno-Norteamericano para un Programa de Reforestación y Fijación de Dunas en el Área Comprendida entre el Río Maule y el Río Bío-Bío". Entrará en vigencia el día de su firma y regirá hasta el 30 de Junio de 1960, o hasta tres meses después que cualquiera de los dos Gobiernos informe por escrito al otro de su intención de ponerle término. La vigencia del Acuerdo hasta el 30 de Junio de 1960, estará sujeta a la disponibilidad de fondos de ambas partes para los fines del programa y a lo dispuesto en el párrafo 4 del Artículo V del presente Acuerdo.

Hicho en cuatro ejemplares, en los idiomas castellano e inglés, en Santiago de Chile, el día Treinta de diciembre de 1953.

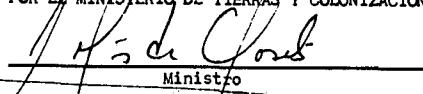
POR EL GOBIERNO DE LA REPUBLICA DE CHILE


Ministro de Relaciones Exteriores

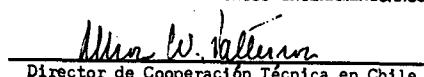
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA


Embajador

POR EL MINISTERIO DE TIERRAS Y COLONIZACION


Ministro

POR EL INSTITUTO DE ASUNTOS INTERAMERICANOS


Director de Cooperación Técnica en Chile

CONSULAR OFFICERS

TIAS 2984
May 1, 1950,
and Mar. 3, 1952

**Convention and Supplementary
Protocol between the
UNITED STATES OF AMERICA
and IRELAND**

- Convention and Protocol
Signed at Dublin May 1, 1950, and
March 3, 1952, respectively
- Ratification advised by the Senate
of the United States of America
June 13, 1952
- Ratified by the President of the
United States of America June 26, 1952
- Ratified by Ireland March 18, 1954
- Ratifications exchanged at Washington
May 13, 1954
- Proclaimed by the President of the
United States of America June 12, 1954
- Entered into force June 12, 1954

and

Minutes of Interpretation

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a consular convention between the United States of America and Ireland was signed by their respective Plenipotentiaries at Dublin on May 1, 1950, and a protocol supplementary to the said convention was signed by their respective Plenipotentiaries at Dublin on March 3, 1952, the originals of which convention and protocol are word for word as follows:

C O N S U L A R C O N V E N T I O N

between

THE UNITED STATES OF AMERICA

and

IRELAND

DUBLIN MAY 1, 1950.

C O N S U L A R C O N V E N T I O N

between

THE UNITED STATES OF AMERICA

and

IRELAND

The United States of America and Ireland,

Being desirous of regulating the consular affairs of one country in the territories of the other,

Have decided to conclude a Consular Convention and have appointed as their Plenipotentiaries for this purpose:

The President of the United States of America:

George A. Garrett,
Ambassador Extraordinary and
Plenipotentiary of the United
States of America at Dublin;

and

The President of Ireland:

Seán MacBride,
Minister for External Affairs;

Who, having communicated to each other their respective full powers, which were found in good and due form, have agreed as follows:

Part I - APPLICATION AND DEFINITIONSArticle 1

The territories of the High Contracting Parties to which the provisions of this Convention apply shall be understood to comprise all areas of land, air and water subject to the sovereignty or authority of either state, except the Panama Canal Zone.

Article 2

For the purpose of this Convention

(1) the term "sending state" means, according to the context, the High Contracting Party by whom the consular officer is appointed, or all the territories of that party to which the Convention applies;

(2) the term "receiving state" means, according to the context, the High Contracting Party within whose territories the consular officer exercises the functions required by his office, or all the territories of that party to which the Convention applies;

(3)(a) the term "territory" means that particular territory of the receiving state in which the whole or part of a consular officer's district is situated;

(b) the states of the United States of America and the District of Columbia shall be regarded as a single territory, and each other territory subject to the sovereignty or authority of the United States of America shall be regarded as a separate territory, provided that for the purposes of Article 13 the states of the United States, the District of Columbia, Alaska and Hawaii shall be regarded as a single territory, and provided that for the purposes of Article 18 each state of the United States and the District of Columbia shall be regarded as a separate territory;

(4) the term "national" shall, according to the context, be deemed to include any natural person or juridical entity possessing, as the case may be, the nationality of the receiving state or the sending state, and the term "person" shall be deemed to include any natural person or juridical entity;

(5) the term "vessel" of a High Contracting Party means any ship or craft documented or registered under the law of that High Contracting Party;

(6) the term "consular officer" means any person who is granted an exequatur or provisional or other authorization, for the performance of functions to which this Convention relates, by the appropriate authorities of the territory;

(7) the term "consular employee" means any person employed at a consulate for the performance of executive, administrative, clerical, technical or professional duties, or as consular guard, messenger or driver of a vehicle whose name has been duly communicated, in accordance with the provisions of paragraph (2) of Article 6, to the appropriate authorities. It does not include any person employed on domestic duties;

(8) the term "archives" shall, where the context so permits, be deemed to include official correspondence, documents, papers, books, records, cash, stamps, seals, filing cabinets, safes and other office paraphernalia held or used for official purposes.

Part II - APPOINTMENTS AND DISTRICTSArticle 3

(1) Either High Contracting Party may establish and maintain consulates in the territories of the other at any place where any third state possesses a consulate and at any other place where the receiving state agrees to the establishment of a consulate. It shall be within the discretion of the sending state to determine whether the consulate shall be a consulate general, consulate, vice consulate, or consular agency.

(2) The sending state shall keep the receiving state informed of the district of each of its consulates and, subject to paragraph (3) of this Article, may prescribe the limits of these districts at its discretion.

(3) The receiving state shall have the right to object to the inclusion within the consular district

(a) of any area which is not within a consular district and is not open to the Trade Commissioners or commercial representatives of a third state;

(b) of any territory of a third state.

(4) A consular officer may, upon notification to the receiving state, perform consular functions outside his consular district unless the receiving state objects.

Article 4

(1) Subject to the provisions of the subsequent paragraphs of this Article, the sending state may assign to any of its consulates consular officers of such number and rank as it may deem necessary. The sending state shall notify the receiving state in writing of the assignment of a consular officer to a consulate.

(2) The exequatur or other authorization shall be granted as soon as possible and free of charge by the receiving state on presentation of the officer's commission or other notification of assignment. When necessary, a provisional authorization shall be accorded, pending the grant of an exequatur or other authorization.

(3) The exequatur or other authorization shall not be refused without good cause.

(4) The receiving state shall not be deemed to have consented to a consular officer's acting as such, or to have extended to him the benefits of the provisions of this Convention, until the

receiving state has granted him an exequatur or other authorization.

Article 5

(1) The receiving state shall upon request inform without delay its appropriate authorities in such manner as it shall deem fit of the name of any consular officer entitled to act under this Convention.

(2) As an official agent of the sending state, a consular officer shall be entitled to special protection and to the high consideration of all officials of the receiving state with whom he has official intercourse.

(3) A consulate or a consular officer shall enjoy in the receiving state, in addition to the rights conferred by the terms of this Convention, and subject to reciprocity, treatment not less favourable than that accorded to a consulate or a consular officer of any third state, both as regards the privileges granted and the functions which may be performed.

(4) The receiving state may revoke the exequatur or other authorization of a consular officer whose conduct has given serious cause

for complaint. The reason for such revocation shall, upon request, be furnished to the sending state through diplomatic channels.

Article 6

(1) A consular officer or employee may be assigned temporarily in an acting capacity to the duties of a consular officer who has died or is unable to act through illness, absence or other cause. Such acting officer may perform these duties and enjoy the benefit of the provisions of the Convention upon notification to the government of the territory, pending the assignment of a new officer or the confirmation of the acting officer.

(2) The sending state shall be free to employ the necessary number of consular employees at its consulates, whether its own nationals or nationals of the receiving state or of a third state. Consular officers shall keep the government of the territory informed of the names and addresses of these employees. It will be for the government of the territory to designate the particular authority to whom this information is to be given.

(3) The sending state may, with the permission of the receiving state, assign to the work of a consulate one or more members of its diplomatic mission accredited to the receiving state. In this event the provisions of Article 4 shall apply as regards their consular assignment. These officers shall be entitled in their consular capacity and with regard to the performance of consular functions, to the benefits, and be subject to the obligations, of this Convention, without prejudice to any additional personal privileges to which they may be entitled if they are recognized also as diplomatic officers by the receiving state.

Part III - LEGAL RIGHTS AND IMMUNITIES

Article 7

(1) The sending state may acquire under such form of tenure as it may choose, whether on lease, or in full ownership, or under such other form of tenure as may exist under the laws of the territory, and may thus hold and occupy, either in its own name or in the name of one or more natural or juridical persons acting on its behalf, land, buildings, parts of buildings, and appurtenances located in the territory and required by the

sending state for the purpose of a consular office, or of a residence for a consular officer or employee, or for other purposes, to which the receiving state does not object, arising out of the operation of the consular establishment of the sending state. If, under the law of the territory, the permission of the authorities of the territory must be obtained as a prerequisite to any such acquisition, such permission shall be granted on request.

(2) The sending state shall have the right to erect, for any of the purposes specified in paragraph (1) of this Article, buildings and appurtenances on land which it so owns or holds on lease, subject to compliance with local building, zoning, or town planning regulations, applicable to all land in the area in which such land is situated.

Article 8

(1) There may be placed, on the outer enclosure and outer wall of the building in which a consulate is installed, the coat-of-arms or national device of the sending state with an appropriate inscription designating the consulate in the language or languages of the sending

state. It shall also be permitted to place such coat-of-arms or national device and inscription on or by the entrance door to the consular office.

(2) The flag of the sending state and its consular flag may be flown at the consulate. A consular officer may also place the coat-of-arms or device and fly the flag of the sending state and its consular flag on the vehicles, marine vessels and aircraft which he employs in the exercise of his duties. These flags may also be flown at the consular officer's residence.

(3) If the offices of a consulate are situated in a building which is also used for other purposes, such as, for instance, the residence of the consular officer, the room or rooms where the consular business is conducted and the archives of the consulate are kept shall be separate from those used for other purposes. This provision does not require the separation of diplomatic from consular rooms when a consular office forms part of a diplomatic mission.

(4) A consular office shall not be entered by the police or other authorities of the

receiving state, provided such office is devoted exclusively to consular business, except with the consent of the consular officer or, if such consent is withheld or cannot be obtained, pursuant to appropriate writ or process and with the consent of the Secretary of State of the United States when the receiving state is the United States, or of the Minister for External Affairs of Ireland when the receiving state is the Republic of Ireland. The consent of the consular officer shall be presumed in the event of fire or other disaster or in the event that the authorities of the territory have probable cause to believe that a crime of violence has been or is being or is about to be committed in the consular office. The provisions of this paragraph shall not apply to a consular office which is in the charge of a consular officer who is a national of the receiving state, or who is not a national of the sending state.

(5) Neither a consular office, nor the flag of the sending state, shall be used to afford asylum to fugitives from justice or to defeat legal process. If a consular officer shall refuse to surrender a fugitive from justice on the lawful demand of the authorities of the territory, these authorities may, subject to paragraph (4) of this

Article, if necessary, enter the consular office to apprehend the fugitive.

(6) Any entry into or search of a consular office pursuant to paragraphs (4) and (5) of this Article, shall be conducted with due regard to the inviolability of the consular archives, as provided in paragraph (1) of Article 10.

(7) A consular officer shall not take advantage of the privileges accorded to the consular office by this Convention for any purpose not connected with the exercise of his consular functions.

Article 9

(1) Land, buildings and parts of buildings, and appurtenances, including the furniture and equipment therein, held or occupied exclusively for any of the purposes specified in paragraph (1) of Article 7, as well as the vehicles, marine vessels and aircraft of a consulate, shall not be subject to military requisitions or billeting. Such land, buildings and parts of buildings, and appurtenances shall not be immune from expropriation or seizure for purposes of national defense or public utility in accordance with the law of the territory, but if it is necessary to take any such measure with regard to any such

property, every consideration shall be shown to avoid interference with the performance of consular functions.

(2) In addition, a consular officer or employee, provided that in both cases he complies with the conditions set out in paragraph (5) of this Article, his private residence, furniture and other household articles, and all vehicles, marine vessels and aircraft held or possessed by him, shall enjoy exemption from all military requisitions, contributions or billeting. This privilege shall not be extended to other property belonging to him. The residence of a consular officer or employee shall not be immune from expropriation or seizure for purposes of national defense or public utility in accordance with the law of the territory.

(3) Further, due compensation shall be paid for expropriation or seizure in respect of all proprietary interests in a consulate, including all land, buildings, parts of buildings, and appurtenances, held or occupied exclusively for any of the purposes specified in paragraph (1) of Article 7, vested in the sending state or in a consular officer or employee who complies with the conditions of paragraph (5) of this Article. Such

compensation shall be payable at the legally usable rate of exchange most favourable to the sending state at the time when the property was expropriated or seized, in a form readily convertible into the currency of and transferable to the sending state, and shall be paid not later than the date on which the consulate or consular officer or employee is deprived of possession.

(4) A consular officer or an employee, provided that he complies with the conditions set out in paragraph (5) of this Article, shall enjoy exemption from military, naval, air, police, administrative or jury service of every kind.

(5) The conditions referred to in paragraphs (2), (3) and (4) of this Article are that the person concerned should

- (a) be a national of the sending state and not a national of the receiving state; and
- (b) not be engaged in private occupation for gain in the territory; and
- (c) not have been normally resident within the territory at the time he was appointed to the consulate.

Article 10

(1) The archives kept in a consulate shall at all times be inviolable and the authorities of the territory may not under any pretext examine or detain any of them. The archives of a consulate shall be kept separate from papers, books or correspondence of a consular officer or employee relating to other matters. This provision does not require the separation of diplomatic from consular archives when a consular office forms part of a diplomatic mission.

(2) A consular officer may communicate with his government, or with the diplomatic mission under whose superintendence he is, by post, telegraph, telephone and wireless, provided that when the receiving state is at war the right of communication with the diplomatic mission, if it is situated outside the territories of the receiving state, may be restricted. In addition, he may at all times send and receive official correspondence by sealed consular pouches, bags and other containers and may use secret language. This right shall also extend to correspondence with other consulates and diplomatic missions of the sending state, or with the authorities of other territories of that state, except that,

when the receiving state is at war, this extended right may be restricted.

(3) The official consular correspondence referred to in the preceding paragraph shall be inviolable and the authorities of the territory shall not examine or detain it. Sealed consular pouches, bags and other containers shall be inviolable when they contain nothing but official communications and documents and are so certified by a responsible officer of the sending state.

(4) A consular officer or employee shall be entitled to refuse a request from the courts or authorities of the territory to produce any portion of his archives or to give evidence relating to matters within the scope of his official duties. Such a request shall, however, be complied with in the interests of justice if, in the judgment of the consular officer or employee, it is possible to do so without prejudicing the interests of the sending state. A consular officer is also entitled to decline to give evidence as an expert witness with regard to the laws of the sending state.

Article 11

(1)(a) A consular officer or employee shall not be liable, in proceedings in the courts of the receiving state, in respect of acts performed in his official capacity, falling within the functions of a consular officer under this Convention, unless the sending state requests or assents to the proceedings through its diplomatic representative.

(b) A consular officer who is a national of the sending state and not a national of the receiving state and not engaged in private occupation for gain in the receiving state, shall be exempt from arrest or prosecution in the receiving state except when charged with the commission of a crime which, upon conviction, might subject the individual guilty thereof to a sentence of imprisonment for a period of one year or more.

(2) It is understood that the provisions of paragraph (1)(a) of this Article do not preclude a consular officer or employee from being held liable in a civil action arising out of a contract concluded by him in which he did not expressly contract as agent for his government and in which the other party looked to him personally for performance, and that the pro-

visions of paragraph (4) of Article 10 do not entitle a consular officer or employee to refuse to produce any document or to give evidence relating to such a contract.

(3) A consular officer or employee may be required to give testimony in either a civil or a criminal case, except as provided in paragraph (4) of Article 10. The authorities and court requiring his testimony shall take all reasonable steps to avoid interference with the performance of his official duties. The court requiring the testimony of a consular officer who satisfies the conditions of paragraph (5) of Article 9 shall, wherever possible or permissible, arrange for the taking of such testimony, orally or in writing, at his residence or office.

(4) A consular officer and his wife and minor children who are residing with their parents shall be exempted in the territory from the requirements of the law of the territory with regard to the registration of foreigners and permission to reside, and shall not be subject to deportation while the consular officer holds his exequatur or other authorization.

(5) All motor vehicles, marine vessels and aircraft owned by the sending state and used by the consulate or owned by a consular officer or employee will be adequately insured by policies against third party risks. Any claim arising under any such policy shall be deemed to be a claim arising out of a contract involving liability in a civil action, as contemplated in paragraph (2) of this Article.

Part IV - FINANCIAL PRIVILEGES

Article 12

(1) No tax or other similar charge of any kind, national, state, provincial, municipal, or other, shall, in the territory, be collected from the sending state or any natural or juridical person acting on its behalf in respect of land, buildings, parts of buildings, or appurtenances owned or otherwise held or occupied by or on behalf of the sending state, or in respect of buildings or parts of buildings erected by or on behalf of the sending state, and used exclusively for any of the purposes specified in paragraph (1) of Article 7, except

taxes or other assessments levied for services or local public improvements by which end to the extent that the premises are benefited.

(2) No tax or other similar charge of any kind, national, state, provincial, municipal, or other, shall, in the territory, be collected from the sending state, or any natural or juridical person acting on its behalf, in respect of the acquisition, ownership, possession, or use of movable property owned or used by the sending state exclusively for any of the purposes specified in paragraph (1) of Article 7.

(3) No tax or other similar charge of any kind shall, in the territory, be collected from the sending state in respect of transactions or instruments relating to the acquisition and holding of immovable property for any of the purposes specified in paragraph (1) of Article 7.

Article 13

(1)(a) No tax or other similar charge of any kind shall be imposed on or collected from the sending state in the territory by the receiving state, or by any state, province, municipality, or other local subdivision thereof, in respect of fees received on behalf of the sending state in compensation for consular

services, or in respect of any receipt given for the payment of such fees.

(b) The sending state or a consular officer or employee thereof shall be exempt in the territory from all taxes and other similar charges of any kind imposed or collected by the receiving state, or by any state, province, municipality, or other local subdivision thereof, in respect of acts performed in the course of the officer's or employee's official functions. This exemption shall not apply to taxes or other similar charges in respect of which some other person is legally liable, notwithstanding that the burden of the tax or other similar charge may be passed on to the sending state or the consular officer or employee.

(2) No tax or other similar charge of any kind shall be imposed or collected in the territory by the receiving state, or by any state, province, municipality, or other local subdivision thereof, in respect of the official emoluments, salaries, wages, or allowances received as compensation for his consular services by a consular officer, unless he is a national of the receiving state and is not also a national of the sending state.

(3) The provisions of paragraph (2) of this Article also apply to the official emoluments, salaries, wages, or allowances received by a consular employee as compensation for his services at a consulate, unless such consular employee is a national of the receiving state and is not also a national of the sending state.

(4) Without prejudice to the preceding paragraphs of this Article, a consular officer or employee who is

- (a) a national of the sending state and not a national of the receiving state,
- (b) not engaged in private occupation for gain in the territory, and
- (c) a permanent employee of the sending state,

shall, except as provided in paragraph (5) of this Article, be exempt in the territory from all taxes or other similar charges of any kind which are or may be imposed or collected by the receiving state, or by any state, province, municipality, or other local subdivision thereof.

(5)(a) The provisions of paragraph (4) of this Article shall apply only to taxes or other similar charges in respect of which the consular officer or employee would, in the absence of the exemption provided by this Article, be the person legally liable, and shall not apply to

taxes or other similar charges in respect of which some other person is legally liable, notwithstanding that the burden of the tax or other similar charge may be passed on to the consular officer or employee, or to duties or taxes payable on the withdrawal from bonded warehouses of goods the product, manufacture, or growth of the receiving state. If, however, a consular officer or employee who satisfies the conditions of paragraph (4) of this Article is entitled to income from sources outside the territory but that income is payable to him, or collected on his behalf, by a banker or other agent within the territory who is required to deduct income tax on payment of the income and to account for the tax so deducted, the consular officer or employee shall be entitled to repayment of the tax so deducted.

(b) The provisions of paragraph (4) shall not apply to

- (i) taxes imposed or collected on the ownership or occupation of immovable property situated within the territory;
- (ii) taxes on income derived from sources within the territory;
- (iii) taxes imposed or collected on the passing of property on death, such as estate, inheritance and succession taxes, whether the consular officer or employee is the person who dies or the person to whom the property passes on death;

(iv) taxes on transactions or instruments effecting transactions, such as taxes on the sale or transfer of money or property, or stamp duties imposed or collected in connection therewith; and

(v) taxes and duties imposed upon, or by reason of, importation of articles into the territory which are dealt with exclusively in Article 14.

(6) Nothing in this Convention shall prejudice any claim for exemption from taxation which could be made under the Conventions signed September 13, 1949,^[1] between the United States of America and the Republic of Ireland.

Article 14

(1) All furniture, equipment, supplies, building materials and other articles, including vehicles, marine vessels and aircraft, intended for official use in the territory in connection with any of the purposes specified in paragraph (1) of Article 7 shall be permitted entry into the territory free of all taxes or duties imposed upon, or by reason of, importation.

(2) Baggage and effects and other articles, including vehicles, marine vessels and aircraft, imported into the territory by a consular officer or employee, provided that he fulfills

¹ Treaties and Other International Acts Series 2355; 2 UST 2294; and TIAS 2356; 2 UST 2303.

the conditions specified in paragraph (4) of Article 13, exclusively for his personal use and the use of members of his family forming part of his household, shall be exempt from all taxes or duties, national, state, provincial, municipal, or other, imposed upon, or by reason of, importation, whether accompanying him to his consular post, either upon first arrival or upon subsequent arrivals, or subsequently consigned to him at his post and imported at any time while he is assigned to or employed at such post.

(3) It is, however, understood that

(a) the receiving state may, as a condition to the granting of the exemption provided in this Article, require that a notification of any importation be given in such manner as it may prescribe;

(b) the exemption provided in this Article, being in respect of articles imported for official or personal use only, does not extend, inter alia, to articles imported as an accommodation to others or for sale or for other commercial purposes. However, articles imported as samples of commercial products solely for display within a consulate, shall not be regarded as excluded from the exemption provided in this Article;

(c) the receiving state may determine that the exemption provided by this Article does not apply in respect of articles grown, produced or manufactured in the territory which have been exported therefrom without payment of, or upon repayment of, taxes or duties, which would have been chargeable but for such exportation;

(d) nothing herein shall be construed to permit the entry into the territory of any article the importation of which is specifically prohibited by law.

(4) Articles the importation of which into the territory is subject to quantitative restriction may be imported by a consular officer or employee over and above any quota or other quantitative limit applicable at the same times and on the same conditions as would have entitled them, had they been liable for any taxes or duties imposed upon, or by reason of, importation, to exemption therefrom under the foregoing provisions of this Article.

Part V - PROTECTION OF NATIONALSArticle 15

(1) A consular officer shall be entitled within his district to

(a) interview, communicate with and advise any national of the sending state;

(b) inquire into any incidents which have occurred affecting the interests of any such national;

(c) assist any such national in proceedings before or in relations with the authorities of the territory, and, where necessary, arrange for legal assistance for him.

(2) For the purposes of the protection of the nationals of the sending state and their property and interests, a consular officer shall be entitled to apply to and correspond with the appropriate authorities within his district and the appropriate departments of the central government of the territory. He shall not, however, be entitled to correspond with or to make diplomatic claims to the Department of State or the Department of External Affairs, as the case may be, except in the absence of any diplomatic representative of the sending state.

(3) A national of the sending state shall have the right at all times to communicate with the appropriate consular officer and, unless subject to lawful detention, to visit him at his consulate.

Article 16

(1) A consular officer shall be informed immediately by the appropriate authorities of the territory when any national of the sending state is confined in prison, is awaiting trial or is otherwise detained in custody within his district, unless such national shall request that such information not be given. A consular officer shall be permitted to visit without delay, to converse privately with and to arrange legal representation for, any national of the sending state who is so confined or detained. Any communication from such a national to the consular officer shall be forwarded without delay by the authorities of the territory.

(2) Where a national of the sending state has been convicted and is serving a sentence of imprisonment, the consular officer in whose district the sentence is being served shall, upon notification to the appropriate authority,

have the right to visit him in prison. Any such visit shall be conducted in accordance with prison regulations, which shall permit reasonable access to and opportunity of conversing with such national. The consular officer shall also be allowed, subject to the prison regulations, to transmit communications between the prisoner and other persons.

Part VI - NOTARIAL ACTS AND OTHER SERVICES

Article 17

(1) A consular officer may, within his district

(a) receive such declarations, grant such certificates, make such registrations and perform such other acts as may be required to be made under the nationality laws of the sending state;

(b) issue such notices to, and receive such declarations from, a national of the sending state as may be required under the laws of the sending state with regard to compulsory national service;

(c) register the birth or death of a national of the sending state and record a

marriage celebrated under the law of the territory when at least one of the parties is a national of the sending state;

(d) receive, draw up or execute any declaration, transfer, or other document prescribed by the law of the sending state in connection with the transfer to the register, or documentation, of the sending state of any vessel and its removal from the register, or documentation, and with the transfer of any vessel on the register, or documentation, from one owner to another, and with the registration, or documentation, of any mortgage or charge upon such a vessel;

(e) issue passports and travel documents to a national of the sending state and grant visas and other appropriate documents to a person seeking entry into the sending state;

(f) further the commercial, artistic, scientific, professional and educational interests of the sending state;

(g) serve or cause to be served judicial documents or take evidence on behalf of courts of the sending state in a manner permitted under special arrangements on this subject between the High Contracting Parties or otherwise not inconsistent with the laws of the territory.

(2) It is understood that consular registration of a birth or death and the recording by a consul of a marriage celebrated under the law of the territory in no way exempts a private person from any obligation laid down in the law of the territory with regard to the notification and registration of births, deaths, or marriages with the authorities of the territory.

(3) A consular officer may, within his district, draw up and receive declarations, and may legalise, authenticate, or certify signatures or documents, translate documents and perform other notarial acts in connection with documents in any case where these services are required by a person of any nationality for use in the sending state or under the law in force in the sending state. If under that law the administration of an oath or affirmation is required, the oath or affirmation may be administered. A consular officer may also perform these functions in connection with documents required by a national of the sending state for use elsewhere, but it is understood that this provision involves no obligation on the authorities of the receiving state to recognise the validity of notarial acts performed by a consular officer in connection with documents required under the law of the receiving state.

Part VII - ESTATES AND TRANSFERS OF PROPERTYArticle 18

(1) In any case where a deceased person leaves property in a territory and a legal or equitable interest in such property, such as that of an executor or beneficiary under a will or in case of intestacy, is held or claimed by a national of the sending state who is not resident in the territory and is not legally represented there, the consular officer in whose district the estate of the deceased person is being administered or, if no administration has been instituted, in which the property is situated, shall have the right to represent such national as regards his interests in the estate or property as if valid powers of attorney had been executed by him in favour of the consular officer. If subsequently such national becomes legally represented in the territory, the consular officer's position shall be as if he previously had from the national a power of attorney which ceased to be operative as from the date when the consular officer is informed that such person is otherwise legally represented.

(2) The provisions of paragraph (1) of this Article apply whatever the nationality of the deceased person and irrespective of the place of his death.

(3) In any case where a consular officer has a right of representation under paragraph (1) of this Article, he shall have the right to take steps for the protection and preservation of the interests of the person whom he is entitled to represent. He shall also have the right to take possession of the estate or the property unless another person, having superior interests, has taken the necessary steps to assume possession thereof. If under the laws of the territory a grant of representation or order of a court is necessary for the purpose of enabling the consular officer to protect or to take possession of the property, any grant or order which would have been made in favour of the person whose interests are represented by the consular officer, if that person had been present and applied for it, shall be made in favour of the consular officer on his application. On prima facie evidence of the necessity for the immediate protection and preservation of the estate and of the existence of persons with an interest which the consular officer has a right to represent, the court, if satisfied as to such necessity, shall make a grant or an order to the consular officer for the purpose of protecting and preserving the estate, unless another person with equal or prior rights makes the necessary application.

(4)(a) Subject to sub-paragraphs (b) and (c) of this paragraph, the consular officer shall have the same right to full administration of the estate to the same extent as a person whose interest he represents would have had if he had been present. If by the law of the territory a grant by a court is necessary, the consular officer shall have the same right to apply for and to receive a grant on his application as the person he represents would have had if he had been present and applied for it.

(b) The court may, if it thinks fit, postpone the making of a grant to the consular officer for such time as it thinks necessary to enable the person represented by the consular officer to be informed and to decide whether he desires to be represented otherwise than by the consular officer.

(c) The court may, if it thinks fit, order the consular officer to furnish reasonable evidence of the receipt of the assets by those entitled by law to them or to repay or return those assets to the court in the event of his being unable to furnish such evidence, or it may order that, the consular officer having otherwise fully administered the estate, the actual transmission of the assets to those persons shall be effected through such other channels as it may direct.

(5) Where in the territory it is permitted to receive and distribute an estate of small value without first obtaining a grant of representation, a consular officer of the sending state shall be allowed, without obtaining such a grant, to receive and dispose of such an estate of a national of the sending state in accordance with the laws of the territory.

(6) If a consular officer exercises the rights referred to in the preceding paragraphs of this Article with regard to an estate, he shall in that matter be subject to the law of the territory and to the jurisdiction of the courts of the territory in the same manner as a national of the receiving state.

(7) In any case where it is brought to the knowledge of the appropriate local authorities of the territory that

(a) there is an estate in the territory with regard to which the consular officer may have a right to represent interests under the preceding paragraphs of this Article; or

(b) a national of the sending state has died in the territory and it appears that there is not present or represented in the territory any person, other than a public administrator or similar official, entitled to

claim administration of any property which the deceased may have left there, the consular officer shall be informed to this effect.

Article 19

A consular officer may receive, for transmission to a national of the sending state who is not resident in the territory, from a court, agency, or person, money or property to which such national is entitled as a consequence of the death of any person. Such money or property may include, but is not limited to, shares in an estate, payments made pursuant to workmen's compensation laws or any similar laws and the proceeds of life insurance policies. The court, agency or person making the distribution is not obliged to transmit such money or property through the consular officer, and the consular officer is not obliged to receive such money or property for transmission. If he does receive such money or property, he shall comply with any conditions laid down by such court, agency or person with regard to furnishing reasonable evidence of the receipt of the money or property by the national to whom it is to be transmitted

and with regard to returning the money or property in the event that he is unable to furnish such evidence.

Article 20

Money or other property may be paid, delivered or transferred to a consular officer pursuant to the provisions of Articles 18 and 19 only to the extent that, and subject to the conditions under which, payment, delivery or transfer to the person whom the consular officer represents or on whose behalf he receives the money or property would be permitted under the laws and regulations of the receiving state. The consular officer shall acquire no greater rights in respect of any such money or other property than the person whom he represents or on whose behalf he receives the money or property would have acquired if the money or property had been paid, delivered or transferred to such person directly.

Part VIII - SHIPPINGArticle 21

(1) When a vessel of the sending state visits a port, which includes any place to which a vessel may come, in the receiving state, the master and the members of the crew of the vessel shall be permitted to communicate with the consular officer in whose district the port is situated and the consular officer shall be permitted freely to perform the duties enumerated in Article 22 without interference on the part of the authorities of the territory. For the purpose of performing any of these duties, the consular officer, accompanied, if he desires, by consular employees on his staff, may proceed personally on board the vessel after she has received pratique. In connection with these duties the master and appropriate members of the crew may proceed to the consular office in the consular district within which the vessel lies, unless the receiving state shall, on its own initiative, object in cases involving unreasonable time or distance of travel.

(2) The consular officer may invoke the assistance of the authorities of the territory in any matter pertaining to the performance of

these duties, and they shall give the requisite assistance unless they have special reasons which would fully warrant refusing it in a particular case.

Article 22

(1) The consular officer may question the master and members of the crew of a vessel referred to in Article 21, examine the vessel's papers, take statements with regard to the vessel's voyage and her destination and generally facilitate the entry and departure of a vessel referred to in Article 21. When Custom House brokers or shipping agents are available, the consular officer shall not undertake work normally within the scope of their activities.

(2) The consular officer or a consular employee may appear with the master or members of the crew of a vessel referred to in Article 21 before the local authorities and courts, may lend his assistance, including, where necessary, arranging for legal aid, and may act as interpreter in matters between them and these authorities. These rights may be withheld only in cases where questions of national security are involved.

(3) The consular officer may, provided the judicial authorities of the territory do not take jurisdiction in accordance with the provisions of Article 23, decide disputes between the master and members of the crew of a vessel referred to in Article 21, including disputes as to pay and contracts of service, arrange for the engagement and discharge of the master and members of the crew, and take measures for the preservation of good order and discipline on the vessel.

(4) The consular officer may take measures for the enforcement of the shipping law of the sending state.

(5) The consular officer may, where necessary, make arrangements for the repatriation and the treatment in a hospital of the master or members of the crew of a vessel referred to in Article 21.

Article 23

(1) Except at the request or with the consent of the consular officer, the administrative authorities of the territory shall not concern themselves with any matter concerning the internal management of a vessel referred to in

Article 21. The judicial authorities of the territory may, however, exercise any jurisdiction which they may possess under the law of the territory with regard to disputes as to wages and contracts of service between the master and members of the crew of a vessel referred to in Article 21. The administrative and judicial authorities will not interfere with the detention in custody on a vessel referred to in Article 21 of a seaman for disciplinary offenses, provided such detention is lawful under the law of the sending state and is not accompanied by unjustifiable severity or inhumanity.

(2) Without prejudice to the right of the administrative and judicial authorities of the territory to take cognizance of crimes or offenses committed on board a vessel referred to in Article 21 when she is in the ports or in the territorial waters of the territory and which are cognizable under the local law or to enforce local laws applicable to vessels in ports and territorial waters or persons and property thereon, it is the common intention of the High Contracting Parties that the administrative and police authorities of the territory should not, except at the request or with the consent of the consular officer,

- (a) concern themselves with any matter taking place on board a vessel referred to in Article 21 unless for the preservation of peace and order or in the interests of public health or safety, or
- (b) institute prosecutions in respect of crimes or offensee committed on board a vessel referred to in Article 21 unlees they are of a serious character or involve the tranquility of the port or unless they are committed by or against persons other than the crew.

(3) If, for the purpose of the exercise of the rights referred to in paragraph (2) of this Article, it is the intention of the authorities of the territory to arrest or question any person or to seize any property or to institute any formal inquiry on board a veessel referred to in Article 21, the master or other officer acting on his behalf shall be given an opportunity to inform the consular officer and, unless this is impossible on account of the urgency of the matter, to inform him in such time as to enable the consular officer or a consular employse on his staff to be present if he so desires. If the consular officer has not been present or represented, he shall be entitled, on his

request, to receive from the authorities of the territory full information with regard to what has taken place. The provisions of this paragraph do not apply to routine examinations by the authorities of the territory with regard to customs, health and the admission of aliens, or to detention of a vessel referred to in Article 21 or of any portion of her cargo arising out of civil or commercial proceedings in the courts of the territory.

Article 24

(1) A consular officer shall have the right, so far as the authorities of the receiving state are concerned, to inspect, at ports within his consular district, a vessel of any flag destined to a port of the sending state, in order to enable him to procure the necessary information to prepare and execute such documents as may be required by the law of the sending state as a condition of entry of such vessel into its ports, and to furnish to the competent authorities of the sending state such information with regard to sanitary or other matters as such authorities may require.

(2) In exercising the right conferred upon him by this Article, the consular officer shall act with all possible despatch.

Article 25

(1) If a vessel of the sending state is wrecked in the receiving state, the consular officer in whose district the wreck occurs shall be informed as soon as possible by the appropriate authorities of the territory of the occurrence of the wreck.

(2) The appropriate authorities of the territory shall take all practicable measures for the preservation of the wrecked vessel, of the lives of persons on board, of the cargo and of other property on board, and for the prevention and suppression of plunder or disorder on the vessel. These measures shall also extend to articles belonging to the vessel or forming part of her cargo which have become separated from the vessel.

(3) If the vessel is wrecked within a port or constitutes a navigational hazard within the territorial waters of the receiving state, the authorities of the territory may

also order any measures to be taken which they consider necessary with a view to avoiding any damage that might otherwise be caused by the vessel to the port facilities or to other vessels.

(4) If the owner of the wrecked vessel, his agent, or the underwriters concerned, or the master are not in a position to make arrangements, the consular officer shall be deemed to be authorized to make, as agent for the owner, the same arrangements as the owner himself could have made, if he had been present, for the disposal of the vessel in accordance with the relevant provisions of the law of the territory.

(5) No customs duties, including other duties imposed upon, or by reason of, the importation of goods into the territory, shall be levied by the authorities of the territory on the cargo, stores, equipment and fittings, or articles, carried by or forming part of the wrecked vessel, unless they are delivered for use or consumption in the territory, but the authorities of the territory may, if they think fit, require security for the protection of the revenue in relation to such goods.

(6) No charge, other than customs duties, when they are applicable in accordance with paragraph (5) of this Article, shall be levied by the authorities of the territory in connection with the wrecked vessel, any property on board, or her cargo, other than charges of the same kind and amount as would be levied in similar circumstances upon or in connection with vessels of the receiving state.

Article 26

Where any articles belonging to or forming part of a wrecked vessel of any flag, not being a vessel of the receiving state or belonging to or forming part of the cargo of any such vessel, are found on or near the coast of the receiving state or are brought into any port of that state, the consular officer in whose district the articles are found or brought into port shall be deemed to be authorized to make, as agent of the owner of the articles, such arrangements relating to the custody and disposal of the articles as the owner himself could have made, if,

(a) in the case of articles belonging to or forming part of the vessel, the vessel is a

vessel of the sending state or, in the case of cargo, the cargo is owned by nationals of the sending state; and

(b) neither the owner of the articles, nor his agent, the underwriter, or the master of the vessel is in a position to make these arrangements.

Article 27

(1) If the master or a member of the crew of a vessel of the receiving state, being a national of the sending state, dies afloat or ashore in any country, the competent department of the receiving state shall furnish promptly to a consular officer copies of the accounts which may be received by it with respect to the wages and effects of the deceased master or seaman, together with any particulars at the disposal of the department likely to facilitate the tracing of persons legally entitled to succeed to the property of the deceased.

(2) In every case where the value of wages and effects of the deceased master or seaman, together with any other property of his which comes into the control of the competent department, does not exceed £100 Irish currency where the competent department is an

authority of the Republic of Ireland, or \$300.00 where the competent department is an authority of the United States, and the competent department is satisfied that there is any person entitled to succeed to the property of the deceased, otherwise than as a creditor, and that this person is resident in the sending state, the competent department will hand over the wages, effects and property in its custody of the deceased master or seaman to a consular officer.

However, the competent department will have the right, before handing over, to meet out of the master's or seaman's assets under its control any claim against his estate of any person resident elsewhere than in the sending state, which it considers to be legally due. Any claim against the estate of the deceased master or seaman, which is received by that department after handing over, shall be referred to the competent department of the sending state. In the case of the Republic of Ireland the competent department will be the Department of Industry and Commerce. In the case of the United States the competent department will be the Federal District Court for the port where the voyage on which the deceased master or seaman died is completed.

It is understood that the Treasury Department, United States Coast Guard, will be prepared to receive and transmit to the appropriate court all correspondence relating to such claims.

(3) In any case where the competent department does not hand over to a consular officer the wages and effects and other property in its custody of a deceased master or seaman, when the conditions for this purpose stated in paragraph (2) of this Article are fulfilled, the competent department shall, before delivering the assets to any person considered to be entitled to succeed to the property of the deceased, give notice to a consular officer of its intention, stating the person to whom it is proposed to deliver them, in order to give the consular officer a reasonable opportunity to furnish information which may be relevant for the final decision as to the person entitled to receive the property or to the existence of other claims on the estate of which the competent department may be unaware.

(4) The provisions of paragraphs (2) and (3) of this Article do not apply where the competent department delivers assets in its custody to a person who has obtained a grant of representation from a court in the receiving

state, but in this case it shall promptly inform the consular officer to this effect.

Part IX - FINAL PROVISIONS

Article 28

(1) The provisions of Articles 15 to 27 relating to the functions which a consular officer may perform are not exhaustive. A consular officer shall be permitted to perform other functions, involving no conflict with the law of the receiving state, which are either in accordance with international law or practice relating to consular officers recognised in the receiving state or are acts to which no objection is taken by the receiving state. A consular officer may levy the fees prescribed by the sending state for the performance of consular services.

(2) It is understood that in any case where any Article of this Convention gives a consular officer the right to perform any functions, it is for the sending state to

determine to what extent its consular officers shall exercise such right.

(3) Without derogation to such rights and benefits as they have under international law, officers or employees with diplomatic status and diplomatic property shall be accorded rights, benefits and immunities no less favourable than those accorded under this Convention.

(4) The provisions of this Convention with regard to shipping shall apply mutatis mutandis to aviation except where inconsistent with aviation practice or the terms of any international agreement relating to aviation to which either of the High Contracting Parties is or may become a party.

Article 29

The provisions of Article IV of the Treaty of Commerce and Navigation, signed at London on July 3, 1815,^[1] and the provisions of Article III of the Convention relating to the Tenure and Disposition of Real and Personal Property, signed at Washington on March 2, 1899,^[2] are hereby superseded as

^[1] Treaty Series 110; 8 Stat. 230.

^[2] T. S. 146; 31 Stat. 1039.

regards relations between the High Contracting Parties in respect of the territories to which this Convention applies.

Article 30

(1) This Convention shall be ratified and the instruments of ratification thereof shall be exchanged at Washington. The Convention shall take effect on the thirtieth day after the date of exchange of the instruments of ratification and shall continue in force for the term of five years.

(2) Unless six months before the expiration of the aforesaid term of five years, either High Contracting Party shall have given notice to the other of the intention to terminate this Convention, the Convention shall continue in force after the aforesaid term and until six months from the date on which either High Contracting Party shall have given to the other notice of termination.

IN WITNESS WHEREOF, the respective
Plenipotentiaries have signed this Convention
and have hereunto affixed their Seals.

DONE in duplicate, in the English
language, at Dublin, this first day of May,
one thousand nine hundred and fifty.

James H. Gould

Seán Mac Eoin

[SEAL]

[SEAL]

P R O T O C O L

supplementary to the

CONSULAR CONVENTION

between the

UNITED STATES OF AMERICA

and

IRELAND

P R O T O C O L

supplementary to the

CONSULAR CONVENTION

between the

UNITED STATES OF AMERICA

and

IRELAND

The United States of America and Ireland,

Considering that it has become advisable to modify in certain respects the Consular Convention which was signed at Dublin on May 1, 1950,

Have decided to conclude a Protocol supplementary to the Consular Convention and have appointed as their Plenipotentiaries for this purpose:

The President of the United States of America:

FRANCIS P. MATTHEWS, Ambassador Extraordinary and Plenipotentiary of the United States of America at Dublin; and

The President of Ireland:

PROINSIAS MAC AOGÁIN, Minister for External Affairs;

who, having communicated to each other their respective full powers, which were found in good and due form, have agreed as follows:

ARTICLE 1

(1) Article 18 of the Consular Convention between the United States of America and Ireland, signed at Dublin on May 1, 1950, is hereby canceled and shall be deemed to be deleted and of no effect.

(2) That part of Article 2(3)(b) of the said Consular Convention which reads as follows:

", and provided that for the purposes of Article 18 each state of the United States and the District of Columbia shall be regarded as a separate territory"

is hereby canceled and shall be deemed to be deleted and of no effect.

(3) Article 20 of the said Consular Convention is hereby amended so that the words "the provisions of Articles 18 and 19" shall be deemed to read "the provisions of Article 19".

ARTICLE 2

Article 5(3) of the said Consular Convention shall not be considered as applying with respect to functions and activities of consular officers in relation to the administration of estates, transfers of property, or proceedings or transactions incident thereto or in connection therewith.

ARTICLE 3

That part of Article 29 of the said Consular Convention which reads as follows:

"and the provisions of Article III of the Convention relating to the Tenure and Disposition of Real and Personal Property, signed at Washington on March 2, 1899,"

is hereby canceled and shall be deemed to be deleted and of no effect.

ARTICLE 4

Nothing herein shall be construed as affecting in any way the existing situation, or the continuance thereof, with respect to the functions and activities of the consular officers of either High Contracting Party in territory of the other High Contracting Party in relation to the administration of estates, transfers of property, or proceedings or transactions incident thereto or in connection therewith.

ARTICLE 5

The High Contracting Parties shall, when mutually convenient, undertake negotiations for the conclusion of a convention relating to reciprocal rights and authority of their respective consular officers in respect of the matters to which, except for its cancellation pursuant to Article 1 of this Protocol, Article 18 of the said Consular Convention would have related.

ARTICLE 6

This Protocol shall be ratified and the instruments of ratification thereof shall be exchanged at Washington. The Protocol shall enter into force simultaneously with the Consular Convention of May 1, 1950, and shall have the same duration as the Convention in accordance with the provisions of Article 30 of the Convention.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Protocol and have hereunto affixed their seals.

DONE in duplicate, in the English language, at Dublin, this 3rd day of March, 1952.

FOR THE UNITED STATES OF AMERICA:

Francis P. Matthews

[SEAL]

FOR IRELAND:

Prom seas Mae do jain

[SEAL]

WHEREAS the Senate of the United States of America by their Resolutions of June 13, 1952, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention and protocol;

WHEREAS the said convention and protocol were duly ratified by the President of the United States of America on June 26, 1952, in pursuance of the aforesaid advice and consent of the Senate, and were duly ratified on the part of Ireland;

WHEREAS the respective instruments of ratification of the said convention and protocol were duly exchanged at Washington on May 13, 1954;

WHEREAS it is provided in Article 30 of the said convention that the convention shall take effect on the thirtieth day after the date of exchange of the instruments of ratification;

WHEREAS it is provided in Article 6 of the said protocol that the protocol shall enter into force simultaneously with the said convention;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said convention and the said protocol supplementary thereto, to the end that the same, and each and every article and clause thereof, shall be observed and fulfilled with good faith on and after June 12, 1954, 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 twelfth day of June in the year
of our Lord one thousand nine hundred fifty-four and of
[SEAL] the Independence of the United States of America the one
hundred seventy-eighth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

MINUTES OF INTERPRETATION
concerning
CONSULAR CONVENTION
between
THE UNITED STATES OF AMERICA
and
IRELAND,
signed at Dublin, May 1, 1950.

During negotiation of this Convention, it was understood by the representatives of the High Contracting Parties that:

Ad Article 13, paragraph (4) (c)—

Reserve Officers and Reserve Staff personnel in the United States Foreign Service will be considered permanent employees of the United States; and officers and other personnel occupying comparable positions in the Irish Foreign Service will be considered permanent employees of Ireland.

Ad Article 23, paragraph (1)—

The provisions of this paragraph shall not prejudice the right of the Courts of either Party to grant a writ of *Habeas Corpus* in accordance with the Constitution and laws of such Party.

G A G

S MACB.

DUBLIN, May 1, 1950.

TIAS 2985
May 14, 1954

MUTUAL DEFENSE ASSISTANCE

Loan of United States Naval Vessels to Japan

Agreement between the
UNITED STATES OF AMERICA
and **JAPAN**

- Signed at Tokyo May 14, 1954
- Entered into force June 5, 1954

AGREEMENT FOR THE LOAN OF UNITED STATES NAVAL VESSELS TO JAPAN

WHEREAS the Government of the United States of America and the Government of Japan have concluded a Mutual Defense Assistance Agreement; [1]

WHEREAS the Government of Japan is desirous of obtaining a loan of certain naval vessels from the Government of the United States of America; and

WHEREAS the Government of the United States of America is prepared to loan such naval vessels to the Government of Japan;

The two Governments have agreed as follows:

ARTICLE I

The Government of the United States of America will lend to the Government of Japan and the Government of Japan will accept for the period and upon the terms and conditions stated in this Agreement the vessels identified in listings annexed hereto as Annex "A", or which in the future may be annexed hereto by agreement between the Government of the United States of America and the Government of Japan.

ARTICLE II

The Government of Japan will retain possession of such vessels and will use them in accordance with the provisions contained in the Mutual Defense Assistance Agreement between the United States of America and Japan, signed at Tokyo on March 8, 1954.

ARTICLE III

This loan shall remain in effect for a period of not more than five years after the date of delivery of the vessels loaned under this Agreement. Six months before the termination of this period, however, the two Governments will, if requested by the Government of Japan, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States of America may, nevertheless, request the return of any vessel loaned under this Agreement at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of Japan will promptly redeliver the vessel or vessels in accordance with Article VIII of this Agreement.

¹ Treaties and Other International Acts Series 2957; *ante* p. 661.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

The Government of Japan shall not, without the consent of the Government of the United States of America, relinquish physical possession of the vessels, equipment, outfitting, appliances or spare and replacement parts on board or disclose any plan, specification, or other information pertaining thereto to any one not an officer, employee, or agent of the Government of Japan. The Government of Japan will take such security measures with respect to the equipment on board the vessels as would guarantee the same degree of security and protection as provided in the United States of America.

ARTICLE VII

The Government of Japan renounces all claims which may arise against the Government of the United States of America in connection with the transfer, use or operation of the vessels, and will hold the Government of the United States of America harmless from any claim asserted by third parties in such connection.

ARTICLE VIII

Upon expiration or termination of the loan as provided in Article III of this Agreement, the vessels unless lost, shall be redelivered at a place and time to be specified by the Government of the United States of America in substantially the same condition, except for fair

wear and tear or for damage caused through action by an aggressor force, as they were when transferred to the Government of Japan. Any appurtenances of the types enumerated in Article IV of this Agreement on board the vessels at the time of redelivery shall, if they are not already the property of the United States of America, become the property of the United States of America. Should any of the vessels be damaged or lost through action by an aggressor force, the Government of Japan will be exempt from liability for such damage or loss. Should any of the vessels sustain damage from any cause, such as in the opinion of the Government of Japan renders it a total loss, the Government of Japan shall consult with the Government of the United States of America before declaring it a total loss. If any of the vessels is lost from causes other than through action by an aggressor force, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and such condition is not the result of damage caused through action by an aggressor force or due to normal wear and tear, the Government of Japan agrees to pay the Government of the United States of America fair and reasonable compensation as may be agreed upon.

ARTICLE IX

The two Governments will make necessary arrangements for the execution of this Agreement.

ARTICLE X

This Agreement shall come into force on the date of receipt by the Government of the United States of America of a written notice from the Government of Japan of ratification of the Agreement by Japan.^[1]

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this fourteenth day of May, one thousand nine hundred fifty-four.

For the Government of the United States of America:

JOHN M. ALLISON

For the Government of Japan:

KATSUO OKAZAKI

[SEAL]

[SEAL]

¹ June 5, 1954.

ANNEX A

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

<i>Item Number</i>	<i>Category</i>	<i>Type</i>
1	Destroyer	1,600-ton type
2	Destroyer	1,600-ton type
3	Destroyer-Escort	Diesel electric tandem type
4	Destroyer-Escort	Diesel electric tandem type

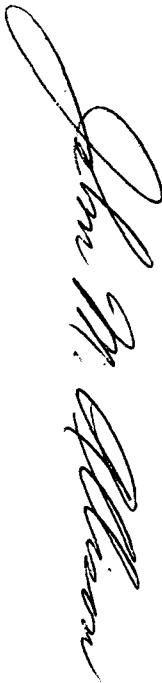
附屬書 A

アメリカ合衆国政府と日本国政府との間の千九百五十四年五月十四日付の日本国に対する合衆国艦艇の貸与に関する協定の規定に従つて日本国政府に貸与される艦艇の表

千九百五十四年五月十四日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国政府のために

日本国政府のために



John M. Quinn

な補償をアメリカ合衆国政府に支払うことにして同意する。

第九条

両国政府は、この協定の実施のため必要な取極を行うものとする。

第十条

この協定は、アメリカ合衆国政府が日本国政府から日本国がこの協定を批准した旨の書面による通告を受領した日に効力を生ずる。

以上の証拠として、署名のために正当に委任された両国政府の代表者は、この協定に署名した。

同国の財産になるものとする。いづれかの艦艇が侵略者の兵力の行動により損害を受け又は滅失したときは、日本国政府は、その損害又は滅失に対する責任を免除されるものとする。いづれかの艦艇が、全損となつたと日本国政府が認めるような損害を、ならかの原因により被つたときは、日本国政府は、全損であると宣言する前に、アメリカ合衆国政府と協議しなければならない。いづれかの艦艇が侵略者の兵力の行動以外の原因により滅失したとき、又はその艦艇が返還の時に最初に引き渡された時と実質的に同一の状態になく、且つ、その同一でない状態が侵略者の兵力の行動による損害の結果若しくは通常の減耗若しくは損傷によるものでないときは、日本国政府は、相互間で合意する公正且つ妥当

日本国政府は、艦艇の引渡し、使用又は操作に関連してアメリカ合衆国政府に対して生ずるすべての請求権を放棄し、また、前記の事項に関連して第三者が主張するいかなる請求権によつてもアメリカ合衆国政府が損害を受けないようにするものとする。

第八条

艦艇は、第三条に規定する貸与期間の満了の時に、滅失していない限り、アメリカ合衆国政府が指定する時及び場所において、日本国政府に引き渡された時と実質的に同一の状態（通常の減耗又は損傷及び侵略者の兵力の行動による損害を除く。）で返還されなければならない。第四条後段に掲げる種類の附属物で返還の時に艦艇内にあり、且つ、アメリカ合衆国の財産でないものは、

における取付品の仕様書に従うように、その改変した取付品を原状に回復しなければならない。

第六条

日本国政府は、アメリカ合衆国政府の同意を得ないで、艦艇又は艦艇内のぎ、装品、器具、予備部品若しくは交換用部品の物理的占有を放棄してはならず、また、これらに關する図面、仕様書その他の情報を日本国政府の職員又は委託を受けた者以外のいかなる者にも漏らしてはならない。日本国政府は、艦艇内のぎ、装品について、アメリカ合衆国において定められている秘密保護の等級と同等のものを確保するような秘密保持の措置を執るものとする。

第七条

渡証書により証明する。日本国政府は、引渡しの時に艦艇内にあるすべての、き、装品、器具、燃料、消耗需品、予備部品及び交換用部品を使用する権利を有する。

第五条

日本国政府は、艦艇に自国の旗を掲げることができるが、艦艇及び第四条後段に掲げる附属物（燃料、消耗需品、予備部品及び交換用部品を除く。）に対する権原は、アメリカ合衆国政府が有するものとする。日本国政府は、操作上の目的で且つ自己の負担で、艦艇に対するアメリカ合衆国の権原に影響を及ぼすことなく、艦艇の取付品を改変することができる。日本国政府は、別段の合意がない限り、その艦艇を返還する前に、自己の負担で、改変前

満了の日の六箇月前に、相互間の合意によつて定める五年をこえない追加の期間、貸与期間を延長することが適切且つ可能であるかどうかについて協議するものとする。但し、アメリカ合衆国政府は、この協定に基いて貸与したいずれかの艦艇の返還を貸与期間の満了前に要請することができるが、自国の防衛上必要とされるときは、その要請を行うことができる。この場合には、日本国政府は、第八条の規定に従つてその艦艇をすみやかに返還するものとする。

第四条

各艦艇は、艦艇内で利用することができる定数品及び予備品一消耗需品及び燃料を含む。一とともに、相互間で合意した時及び場所において日本国政府に引き渡すものとする。各引渡しは、引

協定に添付される表及び将来アメリカ合衆国政府と日本国政府との合意によりこの協定に添付される表に掲げる艦艇を貸し、及び借り受けるものとする。

第二条

日本国政府は、千九百五十四年三月八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相互防衛援助協定の規定に従つて、前記の艦艇を占有し、且つ、使用するものとする。

第三条

この艦艇の貸与は、この協定に基いて貸与される艦艇の引渡しの日の翌日から起算して五年をこえない期間有効とする。もつとも、両国政府は、日本国政府の要請がある場合には、貸与期間の

日本国に対する合衆国艦艇の貸与に関する協定
アメリカ合衆国政府及び日本国政府は、相互防衛援助協定を締結したので、

日本国政府は、アメリカ合衆国政府から若干の艦艇の貸与を受けることを希望しているので、また、

アメリカ合衆国政府は、日本国政府に対し前記の艦艇を貸与する用意があるので、

両国政府は、次のとおり協定した。

第一条

アメリカ合衆国政府及び日本国政府は、それぞれ、この協定に定める期間中及びこの協定に定める条件で、附属書▲としてこの

TECHNICAL COOPERATION

**TIAS 2986
Feb. 23 and
24, 1954**

Agreement between the UNITED STATES OF AMERICA and EGYPT

- Effectuated by Exchange of Notes
Signed at Cairo February 23
and 24, 1954
- Entered into force February 24, 1954

The American Ambassador to the Egyptian Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 520

Cairo, Egypt, February 23, 1954

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the desirability of our embodying in a single exchange of notes a number of provisions which are common to the agreements entered into between our two Governments pursuant to the General Agreement for Technical Cooperation between the United States of America and Egypt, signed at Cairo on May 5, 1951,[¹] in order thereby to simplify and abbreviate both the text and the process of negotiation of subsequent agreements. To this end, I propose that the following provisions shall be deemed to be applicable to all agreements that may hereafter be entered into pursuant to the said General Agreement for Technical Cooperation.

1. The Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America, will make available a group of technicians and specialists to collaborate in carrying out the activities that may be provided for in such agreements. The technicians and specialists thus made available will constitute the United States of America Operations Mission to Egypt and be headed by a Director. The Director and other members of the United States of America Operations Mission to Egypt will be selected by the Government of the United States of America but shall be acceptable to the Government of Egypt.

2. The agreements may be executed by the Director of the United States of America Operations Mission to Egypt or a principal member of the United States of America Operations Mission to Egypt, on behalf of the Administration, and by the Minister or other Head of

¹ Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

the appropriate ministry or agency of the Government of Egypt, on behalf of such ministry or agency.

3. The agreements may establish such administrative arrangements and agencies, and may make provision for such financial contributions by the two Governments, as may be necessary and as are consistent with the laws of the two countries. In the event that the agreements set up agencies or organs of government they shall function as part of the Government of Egypt.

4. Funds introduced into Egypt by the Administration pursuant to such agreements shall be convertible into Egyptian Pounds at the rate which, at the time the conversion is made, is available to the Government of the United States for its diplomatic and other official expenditures in Egypt.

5. Supplies, equipment and materials introduced into Egypt by the Administration, either directly or by contract with public or private organizations, for the purpose of effectuating such an agreement shall be admitted into Egypt free of any customs duties and import taxes.

6. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Egypt to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Egypt under paragraph 1 hereof, shall be exempt from income and social security taxes levied under the laws of Egypt with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families, provided that such tariff or duty is liable to be paid in respect of any such goods imported without payment of duty and sold or disposed of within three years, but there shall be no liability if such goods are reexported by the importer within this period.

7. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Egypt 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.

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

JEFFERSON CAFFERY

His Excellency

MAHMOUD FAWZY

*Minister of Foreign Affairs
Cairo*

The Egyptian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES
—
CABINET DU MINISTRE [1]

No. 1-C

CAIRO, February 24, 1954.

EXCELLENCY,

I have the honour to refer to your Excellency's note of February 23, 1954 regarding the desirability of embodying in a single exchange of notes a number of provisions which are common to the agreements entered into between our two Governments, pursuant to the General Agreement for Technical Cooperation between the United States of America and Egypt, signed at Cairo on May 5, 1951, in order thereby to simplify and abbreviate both the text and the process of negotiation of subsequent agreements. To this end, your Excellency proposes that the following provisions shall be deemed to be applicable to all agreements that may hereafter be entered into pursuant to the said General Agreement for Technical Cooperation.

1. The Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America, will make available a group of technicians and specialists to collaborate in carrying out the activities that may be provided for in such agreement. The technicians and specialists thus made available will constitute the United States of America Operations Mission to Egypt and be headed by a Director. The Director and other members of the United States of America Operations Mission to Egypt will be selected by the Government of the United States of America but shall be acceptable to the Government of Egypt.

¹ Ministry for Foreign Affairs
Office of the Minister

2. The agreements may be executed by the Director of the United States of America Operations Mission to Egypt or a principal member of the United States of America Operations Mission to Egypt, on behalf of the Administration, and by the Minister or other Head of the appropriate ministry or agency of the Government of Egypt, on behalf of such ministry or agency.

3. The agreements may establish such administrative arrangements and agencies, and may make provision for such financial contributions by the two Governments, as may be necessary and as are consistent with the laws of the two countries. In the event that the agreements set up agencies or organs of government they shall function as part of the Government of Egypt.

4. Funds introduced into Egypt by the Administration pursuant to such agreements shall be convertible into Egyptian pounds at the rate which, at the time the conversion is made, is available to the Government of the United States for its diplomatic and other official expenditures in Egypt.

5. Supplies, equipment and materials introduced into Egypt by the Administration, either directly or by contract with public or private organizations, for the purpose of effectuating such an agreement shall be admitted into Egypt free of any customs duties and import taxes.

6. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Egypt to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Egypt under paragraph I hereof, shall be exempt from income and social security taxes levied under the laws of Egypt with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America; from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families, provided that such Tariff or duty is liable to be paid in respect of any such goods imported without payment of duty and sold or disposed of within three years, but there shall be no liability if such goods are reexported by the importer within this period.

7. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation organization, or government when the Government of Egypt is advised by the Govern-

ment of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

On behalf of my Government, I approve of your Excellency's proposal and the provisions enumerated above.

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

M. FAWZI

His Excellency,
JEFFERSON CAFFERY,
American Ambassador,
Cairo.

TECHNICAL COOPERATION

TIAS 2987
May 11, 19

Cooperative Program of Economic Development

**Agreement between the
UNITED STATES OF AMERICA
and PANAMA**

- Signed at Panamá May 11, 1954
- Entered into force May 11, 1954

**AGREEMENT FOR A COOPERATIVE PROGRAM
OF ECONOMIC DEVELOPMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF THE
REPUBLIC OF PANAMA**

**ACUERDO SOBRE UN PROGRAMA COOPERATIVO
DE FOMENTO ECONOMICO ENTRE EL
GOBIERNO DE LOS ESTADOS UNIDOS DE
AMERICA Y EL GOBIERNO DE LA REPUBLICA
DE PANAMA**

AGREEMENT FOR A COOPERATIVE PROGRAM OF ECONOMIC DEVELOPMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA ACUERDO SOBRE UN PROGRAMA COOPERATIVO DE FOMENTO ECONOMICO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE PANAMA

The Government of the United States of America and the Government of the Republic of Panama have agreed as follows:

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá han convenido lo siguiente:

ARTICLE I

THE OPERATING AGENCIES

ARTICULO I

AGENCIAS ENCARGADAS

Pursuant to the General Agreement for Technical Cooperation between the United States of America and the Government of the Republic of Panama signed at Panama City on December 30, 1950, [1] which has been enacted as Law Number 45 of June 16, 1951 of the Republic of Panama, and the notes supplemental thereto, [2] a cooperative program of economic development shall be initiated in Panama. The obligations assumed herein by the Government of the Republic of Panama will be performed by it through the Instituto de Fomento Económico (hereinafter referred to as "IFE"), an agency of

De conformidad con el Acuerdo General sobre Cooperación Técnica celebrado entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá el 30 de Diciembre de 1950, decretado por la Ley No. 45 del 16 de Junio de 1951 de la República de Panamá, y las notas suplementarias, se iniciará en Panamá un programa cooperativo de fomento económico. Las obligaciones aquí asumidas por el Gobierno de la República de Panamá las llevará a cabo por conducto del Instituto de Fomento Económico (en adelante denominado "IFE"), dependencia del Gobierno de la República de Pa-

¹ Treaties and Other International Acts Series 2167; 1 UST 899.

² TIAS 2644; 3 UST, pt. 4, p. 4770.

the Government of the Republic namá. Las obligaciones aquí asumidas por el Gobierno de los Estados Unidos de América las de la shall be performed through the Administración de Operaciones Extranjeras (en adelante denominada la "Administración"), de "Administration"), an agency of the Government of the United Estados Unidos de América. La Administración puede desempeñar sus obligaciones según este Acuerdo por medio del Instituto de Asuntos Interamericanos, oficina regional para la América Latina, y puede obtener la asistencia de otras agencias públicas o privadas para el desempeño de esas obligaciones. La Administración, a nombre del Gobierno de los Estados Unidos de América, y el IFE, ofice for Latin America, and may secure the assistance of other public or private agencies in the discharge of those obligations. The Administration, on behalf of the Government of the United States of America, and IFE, on a nombre del Gobierno de la behalf of the Government of the República de Panamá, tomarán parte conjuntamente en todas las fases del planeamiento y administración del programa cooperativo. Este Acuerdo y todas las actividades que se lleven a cabo en cumplimiento del mismo se regirán bajo las estipulaciones del mencionado Acuerdo General sobre Cooperación Técnica y de sus enmiendas y ampliaciones.

Republic of Panama, shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation, and by its amendments and modifications.

ARTICLE II

FIELDS OF ACTIVITY

This cooperative program of economic development will include, to the extent that the parties from time to time agree, activities of the following types:

1. Studies and surveys of the needs of Panama in the fields related to the economic develop-
1. Estudios y examenes sobre las necesidades de Panamá en los campos relacionados con el fomen-

ARTICULO II

CAMPOS DE ACTIVIDAD

Este programa cooperativo de fomento económico comprenderá, hasta el grado en que las partes convengan de tiempo en tiempo, las siguientes actividades:

1. Estudios y examenes sobre las necesidades de Panamá en los campos relacionados con el fomen-

ment of Panama which are within to the jurisdiction of IFE, and of the resources which are available to meet such needs; están bajo la jurisdicción del IFE, y de los recursos disponibles para hacer frente a esas necesidades;

2. The formulation of plans for operational projects and activities to be carried out by IFE designed to help meet such needs;

3. Research and experimentation related to operational economic development activities carried out by IFE;

4. Technical consultation in connection with operational activities carried out by IFE;

5. Related training and other activities both within and outside Panama not involving responsibility for operational activities.

2. La formulación de planes para los proyectos en operación y las actividades que se llevarán a cabo por el IFE que le permita hacer frente a tales necesidades;

3. Investigación y experimentación relacionados con la operación de actividades de fomento económico llevados a cabo por el IFE;

4. Consulta técnica en conexión con la operación de actividades llevadas a cabo por el IFE;

5. Actividades conexas de adiestramiento y otras, dentro y fuera de Panamá que no incluya responsabilidad en la operación de actividades.

ARTICLE III

THE FIELD PARTY

The Administration will make available a group of technicians and specialists to collaborate in carrying out the activities to be conducted pursuant to this Agreement. These technicians and specialists shall constitute the Field Party of the Administration concerned with the program provided for in this agreement. The Field Party shall be under the direction of the Director of the United States of America Operations Mission in Panama, who shall be selected and appointed by the Government of the United States of America, or such person as he may designate. The size and composition of the Field Party

La Administración suministrará un grupo de técnicos y especialistas para que colabore en la ejecución de las actividades que se lleven a cabo de conformidad con el presente Acuerdo. Estos técnicos y especialistas formarán la Misión Técnica de la Administración que concierne al programa estipulado en este acuerdo. La Misión Técnica estará bajo la dirección del Director de la Misión de Operaciones de los Estados Unidos de América en Panamá, o de la persona que designe el Director, el cual será escogido y nombrado por el Gobierno de los Estados Unidos de América. El número de técnicos y su especiali-

ARTICULO III

LA MISIÓN TÉCNICA

shall be determined by the Government of the United States of America. The members of the Field Party shall be selected and appointed by the Government of the United States of America but shall be acceptable to the Government of Panama.

zación serán determinados por el Gobierno de los Estados Unidos de América. Los miembros de la Misión Técnica serán escogidos y nombrados por el Gobierno de los Estados Unidos de América pero con la aceptación del Gobierno de la República de Panamá.

ARTICLE IV

THE COOPERATIVE SERVICE

There is hereby established within IFE an agency to be known as the Servicio Cooperativo Interamericano de Fomento Económico (hereinafter referred to as "SCIFE") which shall be responsible, under the supervision of the General Manager of IFE (hereinafter referred to as the "General Manager"), for administering the cooperative program of economic development provided for in this agreement. The Director of the United States of America Operations Mission in Panama or his designee shall serve as Director of SCIFE (hereinafter referred to as the "Director"). Members of the Field Party may become officers or employees of SCIFE under such arrangements as may be agreed upon by the General Manager and the Director.

ARTICULO IV

EL SERVICIO COOPERATIVO

Por este medio se establece dentro del IFE una dependencia que se denominará el Servicio Cooperativo Interamericano de Fomento Económico (en adelante denominado "SCIFE") que tendrá la responsabilidad, bajo la dirección del Gerente General del IFE (en adelante denominado "Gerente General"), de administrar el programa cooperativo de fomento económico estipulado en este acuerdo. El Director de la Misión de Operaciones de los Estados Unidos de América en Panamá o su designado actuará como Director del SCIFE (en adelante denominado "Director"). Los miembros de la Misión Técnica pueden pasar a ser funcionarios o empleados del SCIFE, bajo los arreglos que se convengan entre el Gerente General y el Director.

ARTICLE V

JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agree-

Las partes del presente acuerdo contribuirán y pondrán a disposición, hasta la cantidad estipulada más adelante, fondos para su uso en la ejecución del programa

ARTICULO V

CONTRIBUCIONES CONJUNTAS

ment, in accordance with the following schedules: durante el período abarcado por este Acuerdo, con ajuste al siguiente plan:

1. The Administration shall pay the salaries and other expenses of the members of the Field Party, as well as such other expenses of an administrative nature as the Administration may incur in connection with this cooperative program. These funds shall be expended by the Administration and shall not be deposited to the credit of SCIFE.

1. La Administración pagará los sueldos y otros gastos de los miembros de la Misión Técnica, así como todos los otros gastos de índole administrativa en que pueda incurrir la Administración en relación con este programa cooperativo. Estos fondos serán gastados por la Administración y no serán depositados al crédito del SCIFE.

2. In addition, for the period from the date of entry into force of this agreement through December 31, 1954, the Administration shall contribute to SCIFE the sum of twenty five thousand dollars deposited to the credit of SCIFE in currency of the United States of America as follows:

2. Además, para el período comprendido desde la fecha en que entra en vigencia el presente acuerdo hasta el 31 de Diciembre de 1954, la Administración tribuirá al SCIFE la suma de veinticinco mil dólares (\$25,000.00). Esta suma se depositará al crédito del SCIFE en moneda de los Estados Unidos de América, de la siguiente manera:

May 15, 1954	\$12,500.00	15 de Mayo de 1954	\$12,500.00
September 1, 1954	\$12,500.00	1 de Septiembre de 1954	
			\$12,500.00

3. IFE, for the period from the date of entry into force of this agreement through December 31, 1954, shall contribute to SCIFE the sum of twenty five thousand balboas (B/25,000.00). This sum shall be deposited to the credit of SCIFE in the currency of the Republic of Panama as follows:

3. El IFE, para el período comprendido desde la fecha en que entra en vigencia el presente acuerdo hasta el 31 de Diciembre de 1954, contribuirá al SCIFE la suma de veinticinco mil balboas (B/25,000.00). Esta suma se depositará al crédito del SCIFE en moneda de la República de Panamá, de la siguiente manera:

May 15, 1954	B/12,500.00	15 de Mayo de 1954	B/12,500.00
September 1, 1954	B/12,500.00	1 de Septiembre de 1954	
			B/12,500.00

4. Appropriate representatives of the two parties may later specify in written agreements or subsidiary arrangements the amount of funds that each will contribute each year for use in carrying out the program during the period from January 1, 1955 through December 31, 1960. Funds to be contributed by the Government of the United States of America pursuant to any such agreement may, as the two parties may agree, either (1) be deposited to the credit of SCIFE or (2) be retained by the Government of the United States to be expended outside Panama for costs of the cooperative program or to be deposited subsequently to the credit of SCIFE as the General Manager and the Director may direct. The provisions of this Article V shall be applicable to such subsequent contributions.

4. Representantes pertinentes de las dos partes pueden convenir posteriormente por medio de convenios escritos u otros arreglos la cantidad de fondos que cada uno aportará cada año para su uso en la ejecución del programa durante el período comprendido entre el 1 de enero de 1955 y el 31 de diciembre de 1960. Los fondos que contribuirá el Gobierno de los Estados Unidos de América de conformidad con cualesquiera de los convenios podrá, por acuerdo entre las dos partes, (1) depositarse al crédito del SCIFE o (2) el Gobierno de los Estados Unidos de América retendrá las cantidades para pagos que deban hacerse fuera de Panamá para gastos del programa cooperativo o que se depositen posteriormente al crédito del SCIFE según decidan el Gerente General y el Director. Las estipulaciones del Artículo V serán aplicables a contribuciones posteriores.

5. It is intended that, with respect to contributions to be deposited to the credit of SCIFE, such contributions will generally be deposited in periodic installments to be made by the two Governments at the same times and in proportionally corresponding amounts. Each deposit made to the credit of SCIFE by either of the parties shall be available for withdrawal or expenditure only after the corresponding deposit of the other party has been made. Funds deposited by either party and not matched by the required corresponding deposit of the other party shall be returned to the contributing party prior to the

5. Se entiende que, con respecto a las contribuciones que se depositarán al crédito del SCIFE, tales contribuciones serán generalmente depositadas en partidas a plazos que harán los dos Gobiernos al mismo tiempo y en cantidades proporcionalmente iguales. Cada depósito hecho al crédito del SCIFE por cualquiera de las partes estará disponible para retiro o erogación únicamente después de que se haya hecho el depósito por la otra parte. Los fondos depositados por cualquiera de las partes y no aparejados por el depósito correspondiente serán devueltos a la parte contribuyente antes de la distribución estipulada en el In-

distribution provided for in paragraph 4 of Article VIII of this present agreement.

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

6. Los fondos aportados de conformidad con los Incisos 2, 3, y 4 de este Artículo V estarán a la orden para la consecución de las, materiales y equipos, la obtención de técnicos y otro personal adicional por nombramiento o contrato, y por cualquier otra necesidad del programa.

7. The moneys deposited to the credit of SCIFE may be maintained in such bank or banks as the General Manager and the Director shall agree upon, and shall be available only for the purposes of this Agreement. No moneys shall be withdrawn from funds of SCIFE for any purpose except by issuance of check or other suitable withdrawal document signed by the Director or his designee. There shall be included in the deposit agreement to be made with each bank of SCIFE any moneys which it shall pay out from the funds of SCIFE on the basis of any document other than a check or other withdrawal document that has been signed by the Director.

7. Las sumas depositadas al crédito del SCIFE serán mantenidas en el banco o bancos que convengan el Gerente General y el Director, y solo estarán disponibles para el propósito de este acuerdo. No se podrá retirar ninguna suma de los fondos del SCIFE para ningún propósito a excepción de cheque o documento adecuado de retiro firmado por el Director o su designado. Se incluirá en el acuerdo sobre depósito con cada banco depositario una estipulación que el banco se verá obligado a reintegrar al SCIFE toda cantidad que se pague de los fondos del SCIFE por medio de cualquier documento que no sea un cheque o documento de retiro firmado por el Director.

ARTICLE VI

ARTICULO VI

ADDITIONAL CONTRIBUTIONS CONTRIBUCIONES ADICIONALES

1. The projects to be undertaken under this agreement may include cooperation with national, provincial and local governmental agencies in Panama, as well as with organizations of a public or pri-

1. Los proyectos a emprenderse de conformidad con este acuerdo podrán incluir la cooperación con dependencias gubernativas nacionales, provinciales y municipales de Panamá, así como con institu-

vate character, and international organizations of which the United States of America and Panama are members. By agreement between the General Manager and the Director, contributions of funds, property, services or facilities by such third parties, may be accepted and deposited to the credit of SCIFE for use in effectuating the cooperative program, in addition to the funds, property, services and facilities required to be contributed under Article V.

ciones de carácter público o privado y organizaciones internacionales de las cuales sean miembros de los Estados Unidos de América y Panamá. Por acuerdo entre el Gerente General y el Director, de fondos, bienes, servicios o facilidades de cualquiera de las dos partes o de tales terceras personas para su uso en la ejecución del programa cooperativo, además de los fondos, bienes, servicios y facilidades que se contribuirán estipulado en el Artículo V.

2. IFE and other agencies of the Government of the Republic of Panama, in addition to the cash contribution provided for in paragraph 3 of Article V hereof, may at their own expense, pursuant to agreement between the General Manager and the Director:

2. El IFE y otras agencias del Gobierno de la República de Panamá, además de la contribución efectivo estipulada en el Inciso 3 del Artículo V del presente acuerdo, podrá a su costa y mediante acuerdo entre el Gerente General y el Director:

- a. Appoint specialists and other necessary personnel to collaborate with the Field Party;
 - b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as they can provide for the said program;
 - c. Make available the general assistance of other governmental agencies of the Government of the Republic of Panama for carrying out the cooperative program of economic development.
- a. Nombrar especialistas y otro personal necesario para que colaboren con la Misión Técnica;
 - b. Proporcionar locales para oficina, útiles y muebles de oficina, y cualesquiera otras facilidades, materiales, equipos, abastos y servicios que convenientemente pueda suministrar para dicho programa;
 - c. Proporcionar la asistencia general de las otras dependencias oficiales del Gobierno de la República de Panamá para la ejecución del programa cooperativo de fomento económico.

ARTICLE VII**PROJECT OPERATIONS****ARTICULO VII****LAS OPERACIONES DEL
PROYECTO**

1. The cooperative program of economic development herein provided for shall consist of a series of projects within the fields of activity described in Article II above. Each project shall be embodied in a written agreement which shall be signed by the General Manager and the Director, shall define the work to be done, shall make allocations of funds therefor from moneys available to SCIFE, and may contain such other matters as the parties may desire to include. Project agreements may be entered into with other ministries or agencies of the Government of the Republic of Panama to provide for the participation in such projects of such other agencies.

1. El programa cooperativo de desarrollo económico aquí establecido consistirá de una serie de proyectos dentro de los campos de actividad descritos en el Artículo II del presente acuerdo. Cada proyecto será incorporado en un acuerdo escrito que será firmado por el Gerente General y el Director, definirá la clase de trabajo por ejecutarse, hará la asignación de fondos para el mismo de los fondos disponibles al SCIFE, y puede contener los otros asuntos que las partes deseen incluir. Se podrá llevar a cabo proyectos con otros ministerios o agencias del Gobierno de la República de Panamá para estipular la participación en tales proyectos de otras agencias.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the General Manager and the Director which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

2. Al terminarse sustancialmente un proyecto, un Memorandum de Conclusión será redactado y firmado por el Gerente General y el Director el cual proporcionará una constancia del trabajo ejecutado, los objetivos propuestos, las contribuciones financieras efectuadas, los problemas hallados y solucionados y los datos básicos pertinentes.

3. The General Manager and the Director shall determine the general policies and administrative procedures that are to govern the cooperative program of economic development, the carrying out of projects, and the operations of SCIFE, such as the disbursement and accounting for funds,

3. El Gerente General y el Director determinarán las prácticas generales y procedimientos administrativos que han de regir el programa cooperativo de fomento económico, la ejecución de proyectos, y las operaciones del SCIFE, tales como los desembolsos, y rendición de cuentas, la asunción

the incurrence of obligations of SCIFE, la compra, uso, inventario, control y disposición de bienes, el nombramiento y destitución de funcionarios y otro personal del SCIFE y los términos y condiciones de su empleo, y todos los otros asuntos administrativos.

matters.

4. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of SCIFE and shall be signed by the Director. The books and records of SCIFE relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the United States of America and the Government of the Republic of Panama. The Director shall render an annual report of the activities and other reports at such intervals as may be appropriate.

4. Todos los contratos y otros instrumentos y documentos relativos a la ejecución de proyectos serán hechos a nombre del SCIFE y firmados por el Director. Los libros y constancias del SCIFE relativos al programa cooperativo estarán en todo momento abiertos a la inspección y comprobación por los representantes autorizados del Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá. El Director rendirá un informe anual de las actividades del SCIFE a los dos Gobiernos, así como los otros informes a los intervalos que convengan las partes.

5. The General Manager and the Director may each delegate to any of his assistants any power conferred upon him by this agreement. Such delegation shall not limit the right of either the General Manager or the Director to refer any matter directly to the other for discussion and decision.

5. El Gerente General y el Director podrán delegar a cualquiera de sus auxiliares cualquier facultad que el presente acuerdo le confiere. Esta delegación no limitará el derecho del Gerente General o el Director, de someter directamente cualquier asunto a su mutua consideración y decisión.

ARTICLE VIII

ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of SCIFE pursuant to this

ARTICULO VIII

DISPOSICIONES FISCALES ADICIONALES

1. Todos los fondos depositados al crédito del SCIFE de confor-

agreement shall continue to be available for the cooperative program of economic development during the existence of this agreement without regard to annual periods or fiscal years of either of the parties.

midad con el presente acuerdo continuará a la orden del programa cooperativo de fomento económico durante la existencia de este acuerdo, sin consideración a los períodos anuales o años fiscales de cualquiera de las partes.

2. Title to any materials, equipment and supplies acquired for SCIFE by the Administration with funds contributed to SCIFE shall, unless otherwise agreed by the General Manager and the Director, pass to SCIFE at the time such title is relinquished by the Seller. Property acquired by SCIFE shall be used only in the furtherance of this agreement and any such property remaining at the termination of this cooperative program shall be at the disposition of the Government of the Republic of Panama.

2. El derecho a cualesquiera materiales, equipos y abastos adquiridos por la Administración con fondos aportados al SCIFE deberán, a menos que se convenga otra cosa entre el Gerente General y el Director, pasar al SCIFE al momento en que tal derecho es renunciado por el Vendedor. La propiedad adquirida por el SCIFE deberá ser utilizada solamente en el cumplimiento de este acuerdo y cualquier propiedad que quede al terminar este programa cooperativo estará a la disposición del Gobierno de la República de Panamá.

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

3. Renta de las operaciones del SCIFE, los intereses percibidos sobre fondos del SCIFE, y cualquier otro aumento de los haberes del SCIFE, de cualquier índole o procedencia, se dedicarán a la ejecución del programa cooperativo y no serán acreditadas en descargo de las contribuciones vencidas de cualesquiera de las partes.

4. Any funds of SCIFE which remain unexpended and unobligated on the termination of the cooperative program of economic development shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made on behalf of the two Governments under this

4. Cualesquiera fondos del SCIFE que queden sin gastarse o cometerse a la finalización del programa cooperativo de fomento económico, serán, a menos que se convenga otra cosa por escrito entre las partes en ese momento, devueltos a las partes en proporción de las respectivas contribuciones hechas por los dos Gobiernos en cumplimiento de este

agreement, as it may be from time to time amended and extended. acuerdo, y según éste haya sido periodicamente modificado y prorrogado.

5. Funds deposited by the Government of the United States of America to the credit of SCIFE and any other funds that may be introduced into Panama pursuant to this agreement shall be convertible at the highest rate which, at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other official expenditures in Panama.

5. Fondos depositados por el Gobierno de los Estados Unidos de América al crédito del SCIFE y cualesquiera otros fondos que sean introducidos en Panamá de conformidad con el presente acuerdo serán convertidos al tipo más alto que al momento de hacer la conversión le sea dable al Gobierno de los Estados Unidos de América para sus gastos diplomáticos y otros gastos oficiales en Panamá.

ARTICLE IX

RIGHTS AND EXEMPTIONS

1. All rights and privileges which are enjoyed by other divisions or agencies of IFE and their personnel will be extended to SCIFE and to personnel employed by SCIFE.

2. Supplies, equipment and materials introduced into Panama for the purposes of this agreement by the Administration, or by any other agency of the Government of the United States of America or any private organization under contract with the United States Government for the purposes of carrying out some or all of the obligations assumed by said government under this agreement, shall be admitted into Panama free of any customs duties and import taxes upon the request of the United States Government or its authorized agencies.

ARTICULO IX

DERECHOS Y EXONERACIONES

1. Todos los derechos y privilegios de que disfrutan las divisiones o dependencias del IFE y su personal serán extendidos al SCIFE y al personal empleado por el SCIFE.

2. Los abastos, equipos y materiales introducidos a Panamá para los propósitos de este acuerdo por la Administración o por cualquier otra dependencia del Gobierno de los Estados Unidos de América o alguna organización privada mediante contrato con el Gobierno de los Estados Unidos para el propósito de dar cumplimiento a alguna o todas las obligaciones asumidas por dicho Gobierno de conformidad con este acuerdo, se introducirán a Panamá libres de todo derecho de aduana e importación por solicitud del Gobierno de los Estados Unidos o sus dependencias autorizadas.

3. All personnel of the Government of the United States of America, whether employed directly by it or under contract with the public or private organization referred to above, whose entrance into the country has been accepted by the Government of the Republic of Panama in accordance with Article III above shall be exempt from income and social security taxes levied under the laws of Panama with respect to income on which they are obligated to pay income or security taxes to the Government of the United States of America, or property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon household goods brought into the country for the personal use of themselves and members of their families.

3. Todos los funcionarios del Gobierno de los Estados Unidos de América, empleados por dicho contrato con alguna organización mencionada arriba, cuya entrada al país haya sido aceptada por el Gobierno de la República de Panamá según el Artículo III de este Acuerdo, estarán exentos de impuestos sobre la renta y de seguro social establecidos por las leyes de Panamá con respecto a las cuales están obligados a pagar impuestos sobre la renta y del pago de aranceles y derechos de impuestos sobre bienes personales destinados a su propio uso, y del pago de aranceles y derechos de importación de efectos personales o domésticos para el uso personal de ellos mismos y de miembros de sus familias.

ARTICLE X**LEGISLATIVE AND EXECUTIVE ACTION**

The General Manager will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this agreement.

ARTICULO X**ACCION LEGISLATIVA Y EJECUTIVA**

El Gerente General tratará de obtener la promulgación de la legislación y de que se tome la acción ejecutiva que sean necesarias para dar cumplimiento a las estipulaciones de este acuerdo.

ARTICLE XI**ENTRY INTO FORCE AND DURATION**

This Agreement may be referred to as the "Cooperative Economic Service Program Agreement". It shall enter into force on the date agreed upon.

Este Acuerdo se denominará "Acuerdo sobre un Programa Económico". Entrará en vigencia en la fecha acordada.

ARTICULO XI**VIGENCIA Y DURACION**

that it is signed and shall remain fecha de su firma y permanecerá in force through December 31, en vigor hasta el 31 de Diciembre 1960 or until three months after de 1960 o hasta tres meses después either party shall have given de que una de las dos partes haya notice in writing to the other of notificado a la otra por escrito su intention to terminate it, which- intención de ponerle término, cualesver is the earlier; provided, how- quiera que sea el caso que ocurra ever, that the obligations of the primero, entendiéndose, sin em- parties under this agreement for bargo, que las obligaciones con- the period from June 30, 1954, traídas por las partes en este through December 31, 1960 shall Acuerdo para el período com- be subject to the availability of prendido entre el 30 de Junio de funds to both parties for the pur- 1954, y el 31 de Diciembre de 1960 poses of the program and to the quedará sujetas a la disponibili- further agreement of the parties dad de partidas para ambas partes pursuant to Article V, paragraph para los fines del programa y al 4, hereof. subsiguiente acuerdo de las partes según el Artículo V, Inciso 4, del presente acuerdo.

DONE IN DUPLICATE, in the HECHO EN DUPLICADO, en Inglés English and Spanish languages, at y Español, en la Ciudad de Panama City, this 11th day of Panamá, hoy 11 de Mayo de 1954. May 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

SELDEN CHAPIN

Ambassador of the United States of America
Embajador de los Estados Unidos de América

VANCE ROGERS

Director of the United States of America Operations Mission in Panama
Director de la Misión de Operaciones de los Estados Unidos de América en Panamá

FOR THE GOVERNMENT OF THE REPUBLIC OF PANAMA
POR EL GOBIERNO DE LA REPUBLICA DE PANAMA

J R GUIZADO

Minister for Foreign Affairs
Ministro de Relaciones Exteriores

MARIO DE DIEGO

General Manager of the Institute of Economic Development
Gerente General, Instituto de Fomento Económico

[SEAL]

[SEAL]

TECHNICAL COOPERATION

**TIAS 2988
Apr. 13, 1954**

Special Technical Services Program

**Agreement between the
UNITED STATES OF AMERICA
and PERU**

**Supplementing Agreement of
January 25, 1951, as Amended**

- Signed at Lima April 13, 1954
- Entered into force May 21, 1954

AGREEMENT FOR SPECIAL TECHNICAL
SERVICES BETWEEN THE GOVERNMENTS
OF THE UNITED STATES OF AMERICA
AND PERU

ACUERDO SOBRE LA PRESTACION DE
SERVICIOS TECNICOS ESPECIALES EN-
TRE LOS GOBIERNOS DE LOS ESTADOS
UNIDOS DE AMERICA Y DEL PERU

AGREEMENT FOR SPECIAL
TECHNICAL SERVICES BE-
TWEEN THE GOVERNMENT
OF THE UNITED STATES OF
AMERICA AND THE GOV-
ERNMENT OF PERU

ACUERDO SOBRE LA PRESTA-
CION DE SERVICIOS TEC-
NICOS ESPECIALES ENTRE
LOS GOBIERNOS DE LOS
ESTADOS UNIDOS DE AME-
RICA Y DEL PERU

(Supplemental Agreement to General Agreement for Technical Cooperation)

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

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Lima on January twenty-fifth nineteen hundred and fifty one, as subsequently amended and clarified, [1] which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments; and

Desiring to set forth the conditions which will govern the furnishing of technical services for all those projects now in operation or hereafter to be instituted that do not come within the scope of program agreements dealing with particular fields of activity;

Have agreed as follows:

El Gobierno de los Estados Unidos de América y el Gobierno del Perú;

Habiendo celebrado un Convenio General sobre Cooperación Técnica, suscrito en nombre de los dos Gobiernos, en Lima, a los veinte y cinco días del mes de enero de mil novecientos cincuenta y uno, posteriormente enmendado y aclarado, que dispone la celebración de convenios ampliatorios sobre programas y proyectos específicos a llevarse a efecto conjuntamente por ambos Gobiernos; y

Deseando establecer las condiciones que regirán sobre la prestación de servicios técnicos de todos aquellos proyectos vigentes o de los que se ejecuten más adelante, no comprendidos dentro de los alcances de los acuerdos en ramos determinados;

Han acordado:

¹ Treaties and Other International Acts Series 2772; 4 UST, p. 132.

ARTICLE I.-SPECIAL TECHNICAL SERVICES.

1.- The Government of the United States of America will make available to the Government of Peru, from time to time, when requested by the Government of Peru and agreed to by the Government of the United States of America, the services of technicians and specialists in any field of activity that is related to the economic development of Peru and that is included within the scope of the technical cooperation program of the United States of America.

2.- Technical services will be made available to the Government of Peru under this Agreement in those cases where the services requested and agreed to are not provided for in Program Agreements covering specific fields of program activity heretofore or hereafter entered into by the parties to this Agreement.

3.- The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, the regional office of the Administration for Latin America and may secure the assistance of other agencies of the Government of the United States of America and

ARTICULO I.-SERVICIOS TECNICOS ESPECIALES.

1.- El Gobierno de los Estados Unidos de América pondrá a disposición del Gobierno del Perú, cada cierto tiempo, a pedido del Gobierno del Perú y de acuerdo con el Gobierno de los Estados Unidos de América, los servicios de técnicos y especialistas en cualquier ramo que se relacione con el desarrollo económico del Perú y que se encuentre comprendido en el programa de cooperación técnica del Gobierno de los Estados Unidos de América.

2.- Se facilitarán servicios técnicos al Gobierno del Perú, en virtud del presente Acuerdo, en aquellos casos en que los servicios solicitados y acordados, no estén comprendidos en los acuerdos sobre actividades en ramos específicos, celebrados ya o que se celebren más adelante entre las partes contratantes.

3.- Las obligaciones que por el presente asume el Gobierno de los Estados Unidos de América se harán efectivas por intermedio de la Administración de Operaciones Extranjeras (que más adelante se denominará la "Administración"), dependencia del Gobierno de los Estados Unidos de América. La Administración podrá dar cumplimiento a sus obligaciones en virtud de este Acuerdo por intermedio del Instituto de Asuntos Interamericanos, la oficina regional de la Administración para América Latina, y podrá procurarse ayuda de otras dependencias del Gobierno

of other public and private agencies in the discharge of those obligations.

de los Estados Unidos de América y de otros organismos de carácter público o privado, para dar cumplimiento a esa obligaciones.

4.—The technicians and specialists made available to the Government of Peru under this Agreement, together with those made available under Program Agreements covering specific fields of program activity, will constitute the Technical Mission of the Administration in Peru. The Technical Mission shall be headed by a Director of The United States of America Foreign Operations Mission to Peru (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of Peru.

4.—Integrarán la Misión Técnica de Administración en el Perú, los técnicos y especialistas que se facilitarán al Gobierno del Perú, en virtud del presente Acuerdo, así como aquellos que se faciliten de conformidad con los acuerdos sobre programas específicos. La Misión Técnica estará presidida por un Director de la Misión de Operaciones Extranjeras de los Estados Unidos en el Perú (a quien más adelante se denominará el "Director"). El Director y los demás miembros de la Misión Técnica serán nombrados por el Gobierno de los Estados Unidos de América, pero con la aceptación del Gobierno del Perú.

5.—Every technician or specialist made available to the Government of Peru under paragraph I of this Article shall perform his services under the provisions of this Agreement and of the General Agreement for Technical Cooperation hereinabove referred to.

5.—Todo técnico o especialista que se facilite al Gobierno del Perú, de acuerdo con el parágrafo I del presente Artículo, desempeñará sus funciones ajustándose a las disposiciones del presente Acuerdo y del Convenio General sobre Cooperación Técnica anteriormente mencionado.

ARTICLE II.—

PROJECT OPERATIONS.—

1.—The work to be performed under this Agreement shall consist of a series of projects to be jointly planned and administered by the Director, or the principal technician in the field of activity involved when designated for this purpose by the Director, and the Minister of the Government of

ARTICULO II.—

EJECUCION DE LOS PROYECTOS.—

1.—Los trabajos a realizarse en virtud del presente Acuerdo consistirán de una serie de proyectos, que serán planificados y administrados conjuntamente por el Director, o por el Técnico principal en el ramo pertinente cuando así lo designe el Director, y el Ministro del Gobierno del Perú a cargo

Peru at the head of the Ministry de la Cartera en la cual recaiga la within whose field of responsibility responsabilidad de la actividad the activity lies, or such other respectiva, o cualquier otro repre-Representative as the Govern- sentante que el Gobierno del Perú ment of Peru may designate for pueda designar con ese objeto (a this purpose (hereinafter referred quien más adelante se denomi-to as the "Minister"). Each proj- nará el "Ministro"). Cada ect shall be embodied in a written yecto se formulará por escrito, project agreement which shall be como un proyecto de Acuerdo, que signed by the Minister and the será firmado por el Ministro y el Director, shall define the work to Director; determinará los traba-be done, shall make financial jos a realizarse y hará la provisión provisions for all the costs of the de fondos necesarios para cubrir project other than the salaries todos los costos del proyecto, and expenses of the persons to be made available for the project by las personas que la Administra-the Administration, and may contain such other matters as the ción facilitará para el proyecto, y parties may desire to include. que podrá incluir cualquier otro asunto que las partes contratantes quieran involucrar.

2.- Upon substantial completion of any project, a Completion Memo-randum shall be drawn up and signed by the Minister and the Director, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3.- Specialists, technicians, and others in any field of activity that is related to the economic development of Peru may be sent for training to the United States of America or elsewhere, as an activ-ity to be carried on under the provisions of this Agreement and of the Administration. The selec-tion of the persons to be sent for such training, as well as the

2.- A la terminación de la mayor parte de los trabajos comprendidos en cualquier proyecto, se formulará y firmará por el Ministro y el Director, un Memorandum de Cumplimiento, el cual indicará la labor realizada, los objetivos perseguidos, los gastos incurridos, los problemas que se hubiesen presentado y solucio-nado, y todo otro dato básico pertinente.

3.- Podrán enviarse a los Estados Unidos de América, o a cualquier otro lugar, para su entrenamiento, a especialistas, técnicos y otras personas dedicadas a cualquier ramo que se relacione con el desarollo económico del Perú, constituyendo esta una actividad que se llevará a cabo en virtud del presente Acuerdo, y como parte del programa de capacitación técnica auspiciado por la Adminis-

training activities in which they shall participate, shall be determined jointly by the Minister and the Director.

La selección de las personas que se enviarán para los fines de tal entrenamiento, así como las actividades en que participarán con ese objeto, serán determinadas conjuntamente por el Ministro y el Director.

4.— The policies and procedures that are to govern the carrying out of projects under this Agreement, including the incurrence of obligations; the disbursement of and accounting for funds; the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel to be employed on the project and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Minister and the Director.

4.— Las normas y procedimientos que regirán la ejecución de los proyectos comprendidos en el presente Acuerdo, y que incluyen el asumir obligaciones, el desembolso y contabilización de fondos, la compra, uso, inventario, control y disposición de bienes, el nombramiento y separación del personal contratado para determinado proyecto y los términos y condiciones de su empleo, y todos los otros asuntos de índole administrativa, serán determinados conjuntamente por el Ministro y el Director.

5.— All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be signed by the Minister and the Director. The books and records relating to each project shall be open at all times for examination by the authorized representatives of the Government of the United States of America and the Government of Peru. The Minister and the Director shall render reports of the activities of each project to the two Governments at such intervals as may be appropriate, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

5.— Todos los contratos y otros documentos e instrumentos relacionados con la ejecución de proyectos comprendidos en el presente Acuerdo, serán firmados por el Ministro y por el Director. Los libros y registros correspondientes a cada proyecto podrán en todo momento ser revisados por los representantes debidamente autorizados tanto del Gobierno del Perú como del Gobierno de los Estados Unidos de América. El Ministro y el Director presentarán a los dos Gobiernos informes sobre las actividades de cada proyecto, a intervalos que se consideren convenientes, pero que no serán menores de un año en aquellos casos en que el proyecto continuara funcionando más de un año.

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

6.-Cualquiera facultad conferida por medio del presente Acuerdo ya sea al Ministro o al Director, podrá ser delegada por cualquiera de ellos a cualquiera de sus respectivos asistentes, siempre que cada delegación de poderes sea satisfactoria a la otra parte. Dicha delegación de poderes no limitará el derecho de ninguno de ellos para tratar cualquier asunto directamente con la otra parte a fin de discutirlo y decidirlo.

ARTICLE III-

JOINT CONTRIBUTIONS.-

1.-The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available to the Government of Peru under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2.-In addition, the two Governments will make suitable provision in each project agreement executed under this Agreement for meeting all other costs anticipated for the particular project.

3.-The Government of Peru may, at its own expense, pursuant to Agreement between the Minister and the Director:

a) Appoint specialists and other personnel to collaborate with the

ARTICULO III.-

APORTES EN COMUN.-

1.-El Gobierno de los Estados Unidos de América, salvo lo que pueda disponerse en acuerdos sobre proyectos específicos, cubrirá los sueldos y otros gastos de los especialistas y técnicos que éste facilite al Gobierno del Perú en virtud del presente Acuerdo, así como otros gastos de índole administrativas en que el Gobierno de los Estados Unidos de América pueda incurrir con respecto a las actividades comprendidas en el presente Acuerdo.

2.-Además, los dos Gobiernos harán una provisión adecuada de fondos para cada acuerdo de proyecto celebrado de conformidad con el presente Acuerdo, a fin de cubrir todos los otros costos previstos para dicho proyecto.

3.-El Gobierno del Perú podrá, por su propia cuenta, y de mutuo acuerdo entre el Ministro y el Director:

a) Nombrar especialistas y otro personal con el fin de que colaboren

members of the technical mission con los miembros que integran la assigned by the Director to the misión técnica designada por el particular project; Director para un proyecto determinado;

b) Make available such office b) Facilitar oficinas, muebles y space, office equipment and fur- enseres, materiales, equipo, útiles nishings, materials, equipment, y servicios, de acuerdo con sus supplies, and services as it can provide; posibilidades;

c) Make available the general c) Facilitar ayuda general de assistance of the other govern- parte de otras dependencias del mental agencies of the Govern- Gobierno del Perú, para la ejecu- ment of Peru for carrying out such projects.

4.—The projects to be undertaken under this Agreement may include cooperation with national, state and local governmental agencies in Peru, as well as with organizations of a public or private character, and international organizations of which the United States of America and Peru are members. By agreement between the Minister and the Director, contributions of funds, property, services or facilities by any of such third parties may be accepted for use in effectuating any such project.

4.—Los proyectos que se emprendrán en virtud del presente Acuerdo, podrán contar con la colaboración de dependencias nacionales, departamentales y locales del Perú, así como de organismos públicos y privados, y de organizaciones internacionales de las cuales los Estados Unidos de América y el Perú sean miembros integrantes. De acuerdo entre el Ministro y el Director, podrán aceptarse aportes de fondos, bienes, servicios o facilidades provenientes de dichas terceras personas, para su empleo en la ejecución de los referidos proyectos.

5.—All materials, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such project and not needed for the purpose of any other project hereunder shall be at the dis-

5.—Todos los materiales, equipo y útiles adquiridos para cualquier proyecto que se lleva a cabo de acuerdo con el presente Acuerdo, podrán utilizarse para llenar los fines de dicho proyecto o de cualquier otro proyecto que se ejecute de conformidad con el presente Acuerdo. Cualquiera de los materiales, del equipo o de los útiles que quedara disponible a

position of the Government of Peru.

la terminación de cualquiera de los proyectos y que no fuese necesario para llenar los fines de cualquier otro proyecto comprendido en el presente Acuerdo, se podrán a disposición del Gobierno del Perú.

ARTICLE IV.-

RIGHTS AND EXEMPTIONS.-

1.- In accordance with the spirit of paragraph 1 of Article I on Assistance and Cooperation of the General Agreement for Technical Cooperation, the Government of Peru agrees to extend to the Minister and the Director for the purposes of each project carried on under this Agreement, and to all personnel working under their supervision upon such projects, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of Peru or by their personnel.

2.- Supplies, equipment and materials, contributed to any project under this Agreement by the Government of the United States of America, either directly or by contract between it and a public or private organization, shall be admitted into Peru free of any customs and import duties, in accordance with the terms already established in the General Agreement for Technical Cooperation approved in the year nineteen hundred and fifty two.

3.-The rights and privileges referred to in paragraph 1 of this Article shall also accrue to the Administration and personnel of

ARTICULO IV.-

DERECHOS Y FRANQUICIAS.-

1.- Conforme al espíritu del párrafo primero del Artículo I de Ayuda y Cooperación del Convenio General sobre Cooperación Técnica, el Gobierno del Perú conviene en otorgar al Ministerio y al Director y a todo el personal que preste servicios bajo su dirección, para los efectos de la ejecución de cada proyecto comprendido en el presente Acuerdo, todos los derechos y prerrogativas que gozan legalmente las dependencias del Gobierno del Perú, o el personal de las mismas.

2.- Los útiles, equipo y materiales que aporte el Gobierno de los Estados Unidos de América, para su empleo en cualquier proyecto comprendido en el presente Acuerdo, ya sea en forma directa o por contrato entre dicho Gobierno y un organismo público o privado, se permitirá ingresar al Perú libre de todo derecho de Aduana y derecho de importación, conforme ya se ha establecido en el Convenio General sobre Cooperación Técnica aprobado en mil novecientos cincuenta y dos.

3.-Los derechos y prerrogativas a que se contrae el párrafo I del presente Artículo, también beneficiarán a la Administración

the Government of the United States of America with respect to Estados Unidos de América res-operations which are related to pecto a las actividades relacionadas con la propiedad which is to be used das con cualquier proyecto com-para any project under this Agree-prendido en el presente Acuerdo ment. y bienes que se empleen en el mismo.

4.- All personnel of the Govern- 4.- Todos los empleados del Go-
ment of the United States of bierno de los Estados Unidos de
America whether employed di- América, ya sea contratados di-
rectly by it or under contract rectamente o en virtud de algún
between it and a public or private contrato celebrado entre dicho
organization, who are present in Gobierno y un organismo público
Peru to perform work under this o privado, que se encuentren en
Agreement, and whose entrance el Perú con el objeto de prestar
into the country has been ap- servicios de conformidad con el
proved by the Government of Peru presente Acuerdo y cuyo ingreso
under Article I of this Agreement, al país haya sido sancionado por
shall be exempt from income and el Gobierno del Perú a mérito del
social security taxes levied under Artículo I de este Acuerdo, esta-
the laws of Peru with respect to ran exentos de toda contribución
income upon which they are obli- en el Perú sobre la renta y de
gated to pay income or social Impuestos de seguro social con
security taxes to the Government respecto a la renta sobre la cual
of the United States of America están obligados a abonar impues-
and from property taxes on per- tos a la renta o de seguro social
sonal property intended for their al Gobierno de los Estados Unidos
own use. Such employees and de América y de impuestos a los
accompanying members of their bienes personales destinados a su
families shall receive the same propio uso. Dichos empleados y
treatment with respect to the pay- miembros de sus familias que los
ment of customs duties and addi- acompañen recibirán el mismo
tional import taxes and charges on trato respecto al pago de derechos
personal effects, equipment, and de aduana e impuestos y recargos
supplies imported into Peru for adicionales de importación sobre
their own use as is accorded by sus efectos personales, equipo y
the Government of Peru to diplo- abastecimientos que importen al
matic personnel of the United Perú para su propio uso que el
States Embassy in Peru with the que se otorga por el Gobierno del
rank of First Secretary, as already Perú a funcionarios diplomáticos
established in the General Agree- de la Embajada de los Estados
ment for Technical Cooperation Unidos de América en el Perú,
approved in the year nineteen con el rango de Primer Secretario,
hundred and fifty two. At suit- conforme ya se ha establecido en
able intervals, the Ambassador of el Convenio General de Cooper-

the United States of America to ción Técnica aprobado en el año Peru shall furnish to the Minister de mil novecientos cincuenta y for Foreign Affairs of Peru the names of the personnel to whom sideren convenientes, el Embaja- the provisions of this paragraph are applicable.

dos. A intervalos que se con- names of the personnel to whom sideren convenientes, el Embaja- the provisions of this paragraph are applicable.

do de los Estados Unidos de América en el Perú enviará al Ministro de Relaciones Exteriores del Perú una relación de los em- pleados a quienes son aplicables las disposiciones del presente parágrafo.

ARTICLE V.-

EFFECT UPON CERTAIN EARLIER AGREEMENTS.-

The provisions of this Agreement shall be applicable, from the date of its entry into force, to the work of any technician or specialist heretofore made available by the Government of the United States of America to the Government of Peru, as a part of the work of the Interdepartmental Committee on Scientific and Cultural Cooperation, an agency of the Government of the United States of America, where such work has not hitherto been covered by a written agreement or arrangement between the two Governments and is to continue after the date of entry into force of this Agreement.

ARTICULO V.-

EFEKTOS DEL PRESENTE ACUERDO SOBRE CIERTOS CONVENIOS ANTERIORES.-

Las disposiciones del presente Acuerdo serán aplicables, a partir de la fecha en que éste entre en vigencia, a los servicios de cualquier técnico o especialista que hasta ahora haya facilitado el Gobierno de los Estados Unidos de América al Gobierno del Perú, para los trabajos del Comité Interdepartamental de Cooperación Científica y Cultural, dependencia del Gobierno de los Estados Unidos de América, en aquellos casos en que dichos servicios no se hayan incluido hasta este momento en algún acuerdo o arreglo por escrito entre los dos Gobiernos y hayan de continuar prestándose con posterioridad a la fecha en que el presente Acuerdo entre en vigencia.

ARTICLE VI.-

ENTRY INTO FORCE AND DURATION.-

This Agreement may be referred to as the "Special Services Program Agreement". It shall enter

ARTICULO VI.-

VIGENCIA Y DURACION.-

El presente Acuerdo podrá de- nominarse "Acuerdo sobre Pro- gram de Servicios Especiales".

into force on the date of a written communication to the Government of the United States or to the Government of Peru, notifying its approval, [¹] and shall remain in force through December thirty first, hundred and sixty, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

Entrará en vigor en la fecha de una comunicación escrita dirigida por el Gobierno del Perú al Gobierno de los Estados Unidos de América, notificando su aprobación, y permanecerá vigente hasta el treinta y uno de diciembre de mil novecientos sesenta, o hasta tres meses después de que cualquiera de los dos Gobiernos haya notificado al otro por escrito su intención de terminarlo cualquiera que sea la fecha anterior, siempre que, sin embargo, las obligaciones de las partes contratantes queden subordinadas a las asignaciones de fondos que para cumplir con los fines del presente Acuerdo dispongan ambas partes.

DONE IN DUPLICATE, in the English and Spanish languages, at Lima, this thirteenth day of April, nineteen hundred and fifty-four.

HECHO EN DUPLICADO, en los idiomas Inglés y Castellano, en Lima, a los trece días del mes de abril de mil novecientos cincuenta y cuatro.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

HAROLD H. TITTMANN
Ambassador of the United States of America
Embajador de los Estados Unidos de America

J R NEALE
Director, United States of America Foreign Operations Mission to Peru
Director, Misión de Operaciones Extranjeras de los Estados Unidos de América en el Perú

FOR THE GOVERNMENT OF PERU
POR EL GOBIERNO DEL PERU
RICARDO RIVERA SCHREIBER
Minister of Foreign Affairs
Ministro de Relaciones Exteriores

¹ May 21, 1954.

TIAS 2989
Jan. 12 and FOREIGN SERVICE PERSONNEL
23, 1950

Free Entry Privileges

**Agreement between the
UNITED STATES OF AMERICA
and the DOMINICAN REPUBLIC**

- Effectuated by Exchange of Notes
Dated at Washington January 12
and 23, 1950
- Entered into force January 23, 1950

The Secretary of State to the Dominican Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of the Dominican Republic and has the honor to inform the Ambassador that upon the request of the Embassy in each instance, this Government is willing to grant to the employees of the Embassy the privilege of free entry upon first arrival and duty-free importation at any time during a period of six months after arrival of articles intended for their personal use, provided the importation of such articles is not prohibited by the laws of the United States. This privilege, which of course is based on reciprocity, includes the importation of automobiles, new or old, since the Treasury Department considers cars in the same category as personal effects, and as such they are admitted free of duty.

The Ambassador's attention is invited to the fact that the privileges outlined may be granted only to employees of the Embassy who are nationals of the Dominican Republic and not engaged in any other occupation for gain in the United States.

DEPARTMENT OF STATE,

Washington, January 12, 1950.

The Dominican Ambassador to the Secretary of State

²⁶⁴

El Embajador de la República Dominicana saluda muy atentamente al Señor Secretario de Estado de los Estados Unidos de América, y tiene el honor de avisarle el recibo de su atenta nota de fecha 12 del corriente mes, por medio de la cual ha tenido a bien comunicar que el Gobierno de los Estados Unidos está dispuesto a otorgar a los empleados de la Embajada, sobre una base de reciprocidad y a pedido de la Embajada en cada caso, el privilegio de libre entrada y la importación de derechos libre, en cualquier tiempo durante un período de seis meses después de la llegada, de artículos destinados a su uso personal, incluyendo automóviles, nuevos o usados. Informa asímismo Su Excelencia que los privilegios descritos pueden ser otorgados solamente a los empleados de la Embajada que sean nacionales de la República Dominicana y que no estén dedicados a ninguna otra actividad remunerada en los Estados Unidos.

El Embajador de la República Dominicana agradece a Su Excelencia la precedente información y tiene el honor de comunicarle que la misma ha sido trasmisida a su Gobierno para los fines procedentes.

WASHINGTON, D. C.

23 de enero de 1950.

Translation

254

The Ambassador of the Dominican Republic presents his compliments to the Secretary of State of the United States of America and has the honor to acknowledge receipt of his courteous note dated January 12, 1950, informing him that the Government of the United States is prepared to grant to the employees of the Embassy, on a reciprocity basis and at the request of the Embassy in each case, the privilege of free entry and duty-free importation, at any time during a period of six months after arrival, of articles intended for their personal use, including new or used automobiles. Your Excellency also states that the privileges described can be granted only to those employees of the Embassy who are nationals of the Dominican Republic and who are not engaged in any other paid activity in the United States.

The Ambassador of the Dominican Republic thanks your Excellency for the foregoing information and has the honor to inform you that it has been transmitted to his Government for the pertinent purposes.

WASHINGTON, D. C.

January 23, 1950.

LEND LEASE SETTLEMENT

**TIAS 2990
Mar. 26, 1954**

Return of Certain United States Naval Vessels

**Agreement between the
UNITED STATES OF AMERICA
and the UNION OF SOVIET
SOCIALIST REPUBLICS**

- Signed at Washington March 26, 1954
- Entered into force March 26, 1954

AGREEMENT ON DATES AND PROCEDURES
FOR THE RETURN OF 20 SUBCHASERS TYPE RPC AND PTC,
6 SUBCHASERS TYPE SC AND 12 TORPEDO BOATS TYPE PT OF THE
UNITED STATES NAVY RECEIVED BY THE UNION OF SOVIET
SOCIALIST REPUBLICS UNDER THE LEND-LEASE ACT⁽¹⁾

1. The return of the vessels to the representatives of the United States will be effected by the Soviet Government using its own crews, not later than July 1, 1954.

2. The vessels will be returned and transferred to the representatives of the United States in the port of Istanbul, Turkey. They will be delivered during May and June 1954 under their own power or in tow, in five groups, each of which will consist of not more than 9 vessels. The first group will arrive in Istanbul during the period May 15 to May 25, 1954 and all subsequent groups will arrive not later than July 1, 1954. There shall be an interval of not less than five days between the completed transfer of one group and the arrival of a subsequent group.

3. The vessels will be returned with their equipment, spare parts and ammunition with the exception of that which has been consumed, destroyed, or lost during the period of the war.

⁽¹⁾ 55 Stat. 31; 22 U.S.C. §§ 411-419.

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

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

6. The Senior Officer of a group of vessels which are being returned in a group or the commander of a vessel which is being returned singly will make application by radio on international wave lengths to the appropriate Turkish authorities in the port not less than 24 hours before the expected time of arrival, for definite instructions as to pilotage, anchorage, etc.

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

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

arranged for by the United States if required.

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

8. No gun salutes will be given.

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

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

11. A representative of the senior United States naval commander present will call upon the senior Soviet officer upon arrival of the vessel. Otherwise all official calls

will be considered as having been made and returned.

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

Washington, March 26, 1954.

For the Government of the United States of America

THORSTEN V. KALIJARVI

For the Government of the Union of Soviet Socialist
Republics

G ZAROUBIN

Exhibit A

DEED OF DELIVERY AND RECEIPT

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

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

This transfer has been accomplished this _____ day of _____ 1954 at Istanbul, Turkey.

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

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

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

С О Г Л А Ш Е Н И Е

О СРОКАХ И ПОРЯДКЕ ВОЗВРАЩЕНИЯ 20 ОХОТНИКОВ ЗА ПОДВОДНЫМИ ЛОДКАМИ ТИПА РПЦ И ПТЦ, 6 ОХОТНИКОВ ТИПА СЦ И 12 ТОРПЕЛЬНЫХ КАТЕРОВ ТИПА ПТ ВОЕННО-МОРСКОГО ФЛОТА СОЕДИНЕННЫХ ШТАТОВ, ПОЛУЧЕННЫХ СОЮЗОМ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК ПО ЛЕНД-ЛИЗУ

1. Возвращение кораблей представителям Соединенных Штатов будет произведено Советским правительством с использованием своих собственных команд не позднее 1 июля 1954 года.

2. Корабли будут возвращены и переданы представителям Соединенных Штатов в порту Стамбуле, Турция. Они будут доставлены в течение мая-июня 1954 года своим ходом или на буксире пятью группами, каждая из которых будет состоять не более, чем из 9 кораблей. Первая группа прибудет в Стамбул в период между 15 мая и 25 мая 1954 года и все последующие группы прибудут не позже 1 июля 1954 года. Между законченной передачей одной группы и прибытием последующей группы будет интервал не менее пяти дней.

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

4. Действительная передача кораблей будет завершена обменом актами о передаче и приемке по каждому кораблю /приложение А, прилагаемое к настоящему Соглашению/, составленными в двух экземплярах каждый на английском и русском языках, советским офицером, передающим корабль

и получающим его американским офицером, причем, один экземпляр акта на обоих языках будет оставлен в каждой стране.

5. Корабль военно-морских сил Союза Советских Социалистических Республик будет сопровождать каждую группу и после передачи кораблей возьмет на борт в порту Стамбул команды этих кораблей.

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

7. Передача кораблей будет произведена по следующему порядку:

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

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

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

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

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

8. Никаких орудийных салютов произведено не будет.

9. Передача будет осуществлена наиболее простым и быстрым образом.

10. Оплата расходов по лоцманской проводке и буксировке в связи с доставкой кораблей возлагается на Советское правительство, если такие расходы имели место до подписания акта о передаче и приемке каждого корабля. Оплата расходов по лоцманской проводке и буксировке, произведенных после подписания акта о передаче и приемке каждого корабля, возлагается на правительство Соединенных Штатов.

II. Представитель присутствующего в порту старшего военно-морского командира флота Соединенных Штатов нанесет визит старшему советскому офицеру по прибытии корабля.

В других случаях все официальные визиты будут рассматриваться как нанесенные или ответные.

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

Вашингтон

26 марта 1954 года

От имени Правительства Соединенных Штатов Америки

Thomas F. Kulpian

От имени Правительства Союза Советских Социалистических Республик

Ю. Аргунов

Приложение А.А К Т
О ПЕРЕДАЧЕ И ПРИЕМЕ

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

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

1954 года в Стамбуле, Турция.

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

Уполномоченный представитель
Военно-морского Министерства
Соединенных Штатов Америки

Уполномоченный представитель
Министерства Обороны Союза
Советских Социалистических
Республик

TIAS 2991
Apr. 30, 1954

TECHNICAL COOPERATION PROGRAM

**Agreements between the
UNITED STATES OF AMERICA
and LEBANON**

**Amending Agreement of June 26, 1952,
as Amended**

- Signed at Beirut April 30, 1954
- Entered into force April 30, 1954

Amendment to the Technical Cooperation Program Agreement Between the Government of the United States of America and the Government of Lebanon of June 26, 1952, [1] as amended April 14, 1953 [2]

1. **ARTICLE II: SECTION 1:** The first paragraph of this section is hereby amended to read as follows:

“The obligations assumed in this Agreement by the Government of the United States of America will be performed by it through the Foreign Operations Administration, an agency of the Government of the United States of America hereinafter referred to as the “Administration”. The said Administration may likewise represent the Government of the United States of America etc.”

2. **ARTICLE II: [3] SECTION 2:** The first paragraph of this section and the table are hereby further amended to read as follows:

“In addition for the period from the date of the signing of this Agreement through June 30, 1953, the Government of the United States will contribute the following sums totalling \$3,100,354 in United States currency, to be used in carrying out the cooperative program in each of the fields of activity noted.”

3. In all instances the official mission designation “United States of America Operations Mission to Lebanon” hereafter will be substituted for the title “Technical Cooperation Service in Lebanon” in this Agreement.

<u>Project</u>	<u>Amendment April 14, 1953</u>	<u>Revised</u>
Natural Resources, Water & Rural Improvement	\$1,338,000	\$1,116,500
Agriculture, Forestry & Fisheries	641,000	843,950
Public Health	317,000	307,250
Education	180,000	218,000
Industry and Tourism	147,000	179,904
Social Affairs	162,000	133,650
Communications	52,000	38,100
Training in all Fields	263,000	263,000
 TOTAL	 \$3,100,000	 \$3,100,354

¹ Treaties and Other International Acts Series 2659; 3 UST, pt. 4, p. 4860.

² TIAS 2821; 4 UST, pt. 2, p. 1563.

³ Should read “ARTICLE VI:”.

DONE IN BEIRUT ON THE 30TH DAY OF APRIL, 1954, IN DUPLICATE IN ENGLISH AND IN ARABIC, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE GOVERNMENT OF THE
UNITED STATES

HUGH D. FARLEY

FOR THE GOVERNMENT OF
LEBANON

Minister of Foreign Affairs

A NACCACHE

*Director
United States of America
Operations Mission to Lebanon*

تعديل لاتفاقية
منهاج التعاون الفنى

بين

الحكومة اللبنانية

و

حكومة الولايات المتحدة الاميركية
الموقعة في ٢٦ حزيران ١٩٥٢
كماعدلت في ١٤ نيسان ١٩٥٣

١. المادة الثانية - القطع الاولى : تعديل الفقرة الاولى من هذا المقطع
لتصبح كما يلى :

ان الالتزامات التي تتعهد بها حكومة الولايات المتحدة الاميركية
حسب هذه الاتفاقية ستتم بها بواسطة ادارة الاعمال الخارجية -
وهي احدى وكالات الحكومة الاميركية (المشار اليها فيما يلي باسم
"ادارة") . وهذه الادارة تمثل كذلك حكومة الولايات المتحدة
الاميركية المع .. .

٢. المادة الثانية - القطع الثاني : تعديل الفقرة الاولى من هذا المقطع
والجدول التابع لها لتصبح كما يلى :

"علاوة على ذلك فان حكومة الولايات المتحدة الاميركية تدفع عن
المدة الواقعة بين تاريخ توقيع هذه الاتفاقية ونهاية ٣٠ حزيران
سنة ١٩٥٣ المبالغ الآتية وقدرها ٣٠٠،٣٥٤ دولار بندق
الولايات المتحدة لتنفق في تنفيذ منهاج التعاون في كل حقل
من حقول النشاط الآتية .. ."

٣. وفي جميع الظروف كان اسم الممثة الرسمى التالي "بعثة الولايات المتحدة الأمريكية للإعمال في لبنان" سجلاً مسجل اسماً "مصلحة التعاون الفنى في لبنان" الوارد في هذه الاتفاقية.

<u>المحصلة</u>	<u>التعديل في ١٤ نيسان ١٩٥٢</u>	<u>المشروع</u>
دولار	دولار	دولار
١٠١١٦٠٠٠	١٥٣٨٤٠٠٠	الغاز الطبيعية
٨٤٣٩٥٠	٦٤١٠٠٠	الماء والاصلاح الريفي
٣٠٢٠٢٥٠	٢١٢٠٠٠	الزراعة والتحريج والسامك
٢١٨٠٠٠	١٨٠٠٠٠	الصحة العامة
١٢٩٠٩٠٤	١٤٧٠٠٠	التربية
١٣٣٦٢٥٠	١٦٧٠٠٠	الصناعة والسياحة
٣٨٦١٠٠	٥٦٠٠٠	الشؤون الاجتماعية
<u>٢٦٣٠٠٠</u>	<u>٢٦٣٠٠٠</u>	العاصلات
<u>٣٦١٠٠٣٥٦</u>	<u>٣٦١٠٠٠٠٠</u>	الفن التعلميمية في مختلف الحقول
<u>٣٦١٠٠٣٥٦</u> دولار		<u>المجموع</u>

وضعت في بيروت في يوم الثلاثين من شهر نيسان ١٩٥٢ باللغتين العربية والإنجليزية، وكلتا السختين موثق بماها.

من حكومة الولايات المتحدة الأمريكية

من الحكومة اللبنانية

W. D. Fahey

مدير بعثة الولايات المتحدة الأمريكية
للإعمال في لبنان

وزير الخارجية

جعفر الخوري

Amendment to the Technical Cooperation Program Agreement Between the Government of the United States of America and the Government of Lebanon of June 26, 1952, as amended

The purpose of this amendment is to provide for the contribution of new funds for signed projects by the Government of the United States from its 1954 fiscal year appropriation as well as for the contribution of funds by the Government of Lebanon from its 1954 fiscal year appropriation and for other purposes as provided below:

ARTICLE VI—SECTION 2: This section is amended by adding the following paragraph as item 2a:

“From the date of signing of this Amendment through June 30, 1954 the United States will make available the following respective sums for each field of activity, totaling \$1,765,000 in United States currency from its 1954 fiscal year appropriation for the purposes of this cooperative program:

Natural Resources and Water Development	\$336, 000
Agriculture, Forestry and Fisheries	455, 000
Health and Sanitation	123, 000
Education	240, 000
Industry	329, 000
Social Affairs including Rural Improvement	240, 000
Communications	42, 000
Total	<u>\$1, 765, 000</u>

SECTION 3: This section is amended by adding the following paragraph as item 3a:

“The Government of Lebanon will appropriate the sum of 4,628,400 Lebanese Pounds from its 1954 fiscal year appropriation, subject to the approval of the Lebanese Parliament to be spent for executing this cooperative program in the following fields of activity”:

Natural Resources and Water Development	LL 2, 375, 000
Agriculture, Forestry and Fisheries	705, 000
Health and Sanitation	319, 000
Education	670, 000
Industry	211, 400
Social Affairs including Rural Improvement	339, 000
Communications	9, 000
	<u>LL 4, 628, 400</u>

ARTICLE VII: This Article is amended by adding the following paragraph:

"Regarding 1954 fiscal year funds provided by the United States for the purpose of this program they will not be considered as committed under the terms of this Article except as provided for by specific project agreements."

DONE IN BEIRUT ON THE 30TH DAY OF APRIL, 1954, IN DUPLICATE,
IN ENGLISH AND IN ARABIC, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE GOVERNMENT OF
THE UNITED STATES

RAYMOND A HARE

*Ambassador of the
United States of America
to Lebanon*

FOR THE GOVERNMENT OF
LEBANON

A NACCACHE

Minister of Foreign Affairs

تعديل اتفاق

منهاج التعاون الفني بين حكومة الولايات المتحدة الاميركية

و

الحكومة اللبنانية

المعقدة في ٢٦ حزيران سنة ١٩٥٢

حسب التعديل الآتي :

ان الغرض من هذا التعديل هو تقديم معايير جديدة للمشاريع المتفق عليها والتي تساهم فيها حكومة الولايات المتحدة من مخصصات سنتها المالية ١٩٥٤ وتلك التي تقدمها الحكومة اللبنانية من مخصصات سنتها المالية ١٩٥٤ وللأغراض الآتية المبينة أدناه.

المادة السادسة — القطع الثاني: يعدل هذا القطع باضافة الفقرة الآتية تحت رقم ١٢.

"تدفع حكومة الولايات المتحدة الاميركية عن المدة الواقعة بين تاريخ توقيع هذه الاتفاقية حتى نهاية ٣٠ حزيران سنة ١٩٥٤ القيمة البالغة ١،٧٦٥،٠٠٠ دولار بندق الولايات المتحدة الاميركية من مخصصاتها لسنة ١٩٥٤ لتنفيذ هذا المشروع التعاوني في كل حقل من حقول النشاط الآتية وـ

المواد الطبيعية والانماء المائي ٣٣٦،٠٠٠ دولار

الزراعة والتحريج والمصايد ٤٥٥،٠٠٠

الصحة والمشاريع الصحية ١٢٢،٠٠٠

التربية ٤٤٠،٠٠٠

الصناعة ٣٢٩،٠٠٠

الشؤون الاجتماعية بما في ذلك

التحسين الريفي

المواصلات

دولار ١،٧٦٥،٠٠٠

المقطع الثالث : يعدل هذا المقطع باضافة الفقرة التالية تحت رقم ١٣ -

"تساهم الحكومة اللبنانية ببلغ ٤٦٢٨٠٤٠٠ ليرة لبنانية من اعتمادات موازنة ١٩٥٤ على ان تقتن هذه المساعدة بمصادقة المجلس النيابي لتنفق في تنفيذ المنهج التعاوني في كل حقل من حقول النشاط الآتية :

المواد الطبيعية والاناء المائي	٢٠٣٧٥٠٠٠	ل. جل.
الزراعة والتحريج والاصايد	٢٠٥٠٠٠	-
الصحة والمشاريع الصحية	٣١٩٠٠٠	-
التربية	٦٢٠٠٠	-
الصناعة	٢١١٤٠٠	-
الشؤون الاجتماعية بما في ذلك التحسين الريفي	٣٣٩٠٠٠	-
المواصلات	٩٠٠	-
	<u>٤٦٢٨٠٤٠٠</u>	<u>ل. جل.</u>

المادة السابعة - تعدل هذه المادة باضافة الفقرة الآتية -

ان المبالغ المقدمة من حكومة الولايات المتحدة الاميركية من مخصصات السنة المالية ١٩٥٤ لتنفيذ هذا المنهج ، والمنصوص عنها في شروط هذه المادة ، لا تصبح الزامية الا في حال ربطها باتفاقات معينة .

حررت في بيروت في اليوم الثلاثين من شهر نيسان سنة ١٩٥٤ من سختين باللغتين الانكليزية والعربية وكل من السختتين يعتبر اصليا على سواه .

من حكومة الولايات المتحدة الاميركية

من الحكومة اللبنانية



Raymond A. Hays
سفير الولايات المتحدة الاميركية
في لبنان

معتز فهمي
وزير الخارجية والمغتربين

NORTH ATLANTIC TREATY

Status of North Atlantic Treaty
Organization, National Representatives
and International Staff

TIAS 2992
Sept. 20, 29,
and Dec. 12,
1951

Agreement, with Extract from Summary Record, between the UNITED STATES OF AMERICA and OTHER GOVERNMENTS

- Agreement signed at Ottawa
September 20, 1951; Extract
signed December 12, 1951
- Ratification advised by the Senate
of the United States of America
July 15, 1953
- Ratified by the President of the
United States of America July 24, 1953
- Ratification of the United States
of America deposited at Washington
July 24, 1953
- Proclaimed by the President of the
United States of America June 7, 1954
- Entered into force May 18, 1954

and

Agreement between the UNITED STATES OF AMERICA and the NORTH ATLANTIC COUNCIL

- Signed at London September 29, 1951

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS an Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff was signed at Ottawa on September 20, 1951, on behalf of the United States of America and the other Parties to the North Atlantic Treaty;[¹]

WHEREAS there was signed on behalf of the United States of America and the other Parties to the North Atlantic Treaty an extract from the summary record of a meeting of the North Atlantic Council Deputies held on December 12, 1951 correcting certain errors in the French text of the said Agreement;

WHEREAS the text of the said Agreement and the text of the said extract, in the English and French languages, are word for word as follows:

¹Treaties and Other International Acts Series 1964; 63 Stat., pt. 2, p. 2241: and TIAS 2390; 3 UST 43.

**AGREEMENT ON THE STATUS OF THE NORTH ATLANTIC
TREATY ORGANISATION, NATIONAL REPRESENTATIVES
AND INTERNATIONAL STAFF**

The States signatory to the present Agreement,

Considering that for the exercise of their functions and the fulfilment of their purposes it is necessary that the North Atlantic Treaty Organisation, its international staff and the representatives of Member States attending meetings thereof should have the status set out hereunder,

Have agreed as follows :

Part I.—General

ARTICLE 1

In the present Agreement,

- (a) "the Organisation" means the North Atlantic Treaty Organisation consisting of the Council and its subsidiary bodies;
- (b) "the Council" means the Council established under Article 9 of the North Atlantic Treaty and the Council Deputies;
- (c) "subsidiary bodies" means any organ, committee or service established by the Council or under its authority, except those to which, in accordance with Article 2, this Agreement does not apply;
- (d) "Chairman of the Council Deputies" includes, in his absence, the Vice-Chairman acting for him.

ARTICLE 2

The present Agreement shall not apply to any military headquarters established in pursuance of the North Atlantic Treaty nor, unless the Council decides otherwise, to any other military bodies.

ARTICLE 3

The Organisation and Member States shall co-operate at all times to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connexion with the immunities and privileges set out in the present Agreement. If any Member State considers that there has been an abuse of any immunity or privilege conferred by this Agreement, consultations shall be held between that State and the Organisation, or between the States concerned, to determine whether any such abuse has occurred, and, if so, to attempt to ensure that no repetition occurs. Notwithstanding the foregoing or any other provisions of this Agreement, a Member State which considers that any person has abused his privilege of residence or any other privilege or immunity granted to him under this Agreement may require him to leave its territory.

Part II.—The Organisation

ARTICLE 4

The Organisation shall possess juridical personality; it shall have the capacity to conclude contracts, to acquire and dispose of movable and immovable property and to institute legal proceedings.

**CONVENTION SUR LE STATUT DE L'ORGANISATION DU
TRAITE DE L'ATLANTIQUE NORD, DES REPRESENTANTS
NATIONAUX ET DU PERSONNEL INTERNATIONAL**

Les Etats signataires à la présente Convention,

Considérant qu'il est nécessaire que l'Organisation du Traité de l'Atlantique Nord, son personnel international et les représentants des Etats membres assistant à ses réunions bénéficient du statut ci-après, pour exercer leurs fonctions et remplir leur mission,

Sont convenus de ce qui suit :

Titre I.—Généralités**ARTICLE 1**

Dans la présente Convention,

- (a) "l'Organisation" désigne l'Organisation du Traité de l'Atlantique Nord se composant du Conseil et des organismes subsidiaires;
- (b) "le Conseil" signifie le Conseil prévu à l'article 9 du Traité de l'Atlantique Nord et les Suppléants du Conseil;
- (c) "organismes subsidiaires" désigne tout autre organisme, comité ou service créé par le Conseil ou placé sous son autorité, à l'exception de ceux auxquels, en vertu des dispositions de l'article 2, la présente Convention ne s'applique pas;
- (d) "Président des Suppléants du Conseil" désigne également, en son absence, le Vice-Président agissant à sa place.

ARTICLE 2

La présente Convention ne s'applique pas aux quartiers généraux créés en exécution du Traité de l'Atlantique Nord, non plus qu'aux autres organismes militaires, à moins que le Conseil n'en décide autrement.

ARTICLE 3

L'Organisation et les Etats membres collaborent en tout temps en vue de faciliter la bonne administration de la justice, d'assurer l'observation des règlements de police et d'éviter tout abus auquel pourraient donner lieu les priviléges et immunités définis par la présente Convention. Si un Etat membre estime qu'une immunité ou un privilège conféré par la Convention a donné lieu à un abus, l'Organisation et cet Etat ou les Etats intéressés se concertent en vue de déterminer s'il y a eu effectivement abus et, dans l'affirmative, de prendre les mesures nécessaires pour en éviter le renouvellement. Nonobstant ce qui précède ou toute autre disposition de la présente Convention, tout Etat membre qui estime qu'une personne a abusé de son privilège de résidence ou de tout autre privilège ou immunité à elle conféré par la présente Convention, peut exiger que cette personne quitte son territoire.

Titre II.—L'Organisation**ARTICLE 4**

L'Organisation possède la personnalité juridique; elle a la capacité de contracter, d'acquérir et aliéner des biens mobiliers et immobiliers ainsi que d'ester en justice.

ARTICLE 5

The Organisation, its property and assets, wheresoever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Chairman of the Council Deputies, acting on behalf of the Organisation, may expressly authorise the waiver of this immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution or detention of property.

ARTICLE 6

The premises of the Organisation shall be inviolable. Its property and assets, wheresoever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference.

ARTICLE 7

The archives of the Organisation and all documents belonging to it or held by it shall be inviolable, wherever located.

ARTICLE 8

1. Without being restricted by financial controls, regulations or moratoria of any kind,
 - (a) the Organisation may hold currency of any kind and operate accounts in any currency ;
 - (b) the Organisation may freely transfer its funds from one country to another or within any country and convert any currency held by it into any other currency at the most favourable official rate of exchange for a sale or purchase as the case may be.
2. In exercising its rights under paragraph 1 above, the Organisation shall pay due regard to any representations made by any Member State and shall give effect to such representations in so far as it is practicable to do so.

ARTICLE 9

The Organisation, its assets, income and other property shall be exempt :

- (a) from all direct taxes ; the Organisation will not, however, claim exemption from rates, taxes or dues which are no more than charges for public utility services ;
- (b) from all customs duties and quantitative restrictions on imports and exports in respect of articles imported or exported by the Organisation for its official use ; articles imported under such exemption shall not be disposed of, by way either of sale or gift, in the country into which they are imported except under conditions approved by the Government of that country ;
- (c) from all customs duties and quantitative restrictions on imports and exports in respect of its publications.

ARTICLE 10

While the Organisation will not as a general rule claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless, when the Organisation is making important purchases for official use of property on which such duties

ARTICLE 5

L'Organisation, ses biens et avoirs, quels que soient leur siège et leur détenteur, jouissent de l'immunité de juridiction, sauf dans la mesure où le président des Suppléants du Conseil, agissant au nom de l'Organisation, y a expressément renoncé dans un cas particulier. Il est toutefois entendu que la renonciation ne peut s'étendre à des mesures de contrainte et d'exécution.

ARTICLE 6

Les locaux de l'Organisation sont inviolables. Ses biens et avoirs, où qu'ils se trouvent et quel que soit leur détenteur, sont exempts de perquisition, réquisition, confiscation, expropriation ou de toute autre forme de contrainte.

ARTICLE 7

Les archives de l'Organisation et, d'une manière générale, tous les documents lui appartenant ou détenus par elle, sont inviolables, où qu'ils se trouvent.

ARTICLE 8

1. Sans être astreinte à aucun contrôle, réglementation ou moratoire financiers :

- (a) l'Organisation peut détenir des devises quelconques et avoir des comptes en n'importe quelle monnaie ;
- (b) l'Organisation peut transférer librement ses fonds, d'un pays dans un autre ou à l'intérieur d'un pays quelconque, et peut convertir toutes devises détenues par elle en toute autre monnaie, au cours officiel de change le plus favorable à la vente ou à l'achat suivant le cas.

2. Dans l'exercice des droits prévus au paragraphe 1 ci-dessus, l'Organisation tient compte de toutes représentations d'un Etat membre et y donne suite dans la mesure du possible.

ARTICLE 9

L'Organisation, ses avoirs, revenus et autres biens sont :

- (a) exonérés de tout impôt direct ; toutefois, l'Organisation ne demandera pas l'exonération d'impôts qui ne constituent que la simple rémunération de services d'utilité publique ;
- (b) exonérés de tous droits de douane et restrictions quantitatives à l'importation et à l'exportation sur les marchandises importées ou exportées par elle pour son usage officiel ; les articles ainsi importés en franchise ne seront pas cédés à titre onéreux ou gratuit sur le territoire du pays dans lequel ils auront été introduits, à moins que ce ne soit à des conditions approuvées par le Gouvernement de ce pays ;
- (c) exonérés de tous droits de douane et de toutes restrictions quantitatives à l'importation et à l'exportation en ce qui concerne ses publications.

ARTICLE 10

Bien que l'Organisation ne revendique pas, en principe, l'exonération des droits de régie et des taxes à la vente entrant dans les prix des biens mobiliers ou immobiliers, cependant, quand elle effectue pour son usage officiel des achats importants dont le prix comprend des droits et taxes de cette nature,

and taxes have been charged or are chargeable, Member States will whenever possible make the appropriate administrative arrangements for the remission or return of the amount of duty or tax.

ARTICLE 11

1. No censorship shall be applied to the official correspondence and other official communications of the Organisation.
2. The Organisation shall have the right to use codes and to despatch and receive correspondence by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags.
3. Nothing in this Article shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between a Member State and the Council acting on behalf of the Organisation.

Part III.—Representatives of Member States

ARTICLE 12

Every person designated by a Member State as its principal permanent representative to the Organisation in the territory of another Member State, and such members of his official staff resident in that territory as may be agreed between the State which has designated them and the Organisation and between the Organisation and the State in which they will be resident, shall enjoy the immunities and privileges accorded to diplomatic representatives and their official staff of comparable rank.

ARTICLE 13

1. Any representative of a Member State to the Council or any of its subsidiary bodies who is not covered by Article 12 shall, while present in the territory of another Member State for the discharge of his duties, enjoy the following privileges and immunities :
 - (a) the same immunity from personal arrest or detention as that accorded to diplomatic personnel of comparable rank ;
 - (b) in respect of words spoken or written and of acts done by him in his official capacity, immunity from legal process ;
 - (c) inviolability for all papers and documents ;
 - (d) the right to use codes and to receive and send papers or correspondence by courier or in sealed bags ;
 - (e) the same exemption in respect of himself and his spouse from immigration restrictions, aliens registration and national service obligations as that accorded to diplomatic personnel of comparable rank ;
 - (f) the same facilities in respect of currency or exchange restrictions as are accorded to diplomatic personnel of comparable rank ;
 - (g) the same immunities and facilities in respect of his personal baggage as are accorded to diplomatic personnel of comparable rank ;
 - (h) the right to import free of duty his furniture and effects at the time of first arrival to take up his post in the country in question, and, on the termination of his functions in that country, to re-export such furniture and effects free of duty, subject in either case to such conditions as the Government of the country in which the right is being exercised may deem necessary ;

les Etats membres prendront, chaque fois qu'il leur sera possible, les dispositions administratives appropriées en vue de la remise ou du remboursement du montant de ces droits et taxes.

ARTICLE 11

1. La correspondance officielle et les autres communications officielles de l'Organisation ne peuvent être censurées.

2. L'Organisation a le droit d'utiliser des codes, d'expédier et de recevoir de la correspondance par courriers spéciaux ou par valises sous scellés, qui jouissent des mêmes immunités et priviléges que les courriers et valises diplomatiques.

3. Les dispositions du présent article n'empêchent pas un Etat membre et le Conseil, agissant au nom de l'Organisation, d'adopter de commun accord des mesures de sécurité appropriées.

Titre III.—Représentants des Etats Membres

ARTICLE 12

Toute personne désignée par un Etat membre comme son représentant principal permanent auprès de l'Organisation sur le territoire d'un autre Etat membre, ainsi que les personnes qui font partie de son personnel officiel résidant sur ce territoire et ayant fait l'objet d'un accord entre l'Etat dont elles relèvent et l'Organisation et entre l'Organisation et l'Etat où elles résideront, bénéficient des immunités et priviléges accordés aux représentants diplomatiques et à leur personnel officiel de rang comparable.

ARTICLE 13

1. Tout représentant d'un Etat membre auprès du Conseil ou de l'un de ses organismes subsidiaires, non visé par l'article 12, jouit, pendant sa présence sur le territoire d'un autre Etat membre pour l'exercice de ses fonctions, des priviléges et immunités suivants :

- (a) la même immunité d'arrestation ou de détention que celle qui est accordée aux agents diplomatiques de rang comparable ;
- (b) immunité de juridiction en ce qui concerne les actes accomplis par lui dans sa qualité officielle (y compris ses paroles et ses écrits) ;
- (c) inviolabilité de tous papiers et documents ;
- (d) droit de faire usage de codes, de recevoir et d'envoyer des documents ou de la correspondance par courrier ou par valises sous scellés ;
- (e) la même exemption, pour lui-même et pour son conjoint, à l'égard de toutes mesures restrictives relatives à l'immigration, de toutes formalités d'enregistrement des étrangers et de toutes obligations de service national, que celle qui est accordée aux agents diplomatiques de rang comparable ;
- (f) les mêmes facilités, en ce qui concerne les réglementations monétaires ou de change, que celles accordées aux agents diplomatiques de rang comparable ;
- (g) les mêmes immunités et facilités, en ce qui concerne ses bagages personnels, que celles accordées aux agents diplomatiques de rang comparable ;
- (h) le droit d'importer en franchise son mobilier et ses effets à l'occasion de sa première prise de fonctions dans le pays intéressé et le droit, à la cessation de ses fonctions dans ledit pays, de réexporter en franchise ce mobilier et ces effets, sous réserve, dans l'un et l'autre cas, des conditions jugées nécessaires par le Gouvernement du pays où le droit est exercé ;

- (i) the right to import temporarily free of duty his private motor vehicle for his own personal use and subsequently to re-export such vehicle free of duty, subject in either case to such conditions as the Government of the country concerned may deem necessary.
2. Where the legal incidence of any form of taxation depends upon residence, a period during which a representative to whom this Article applies is present in the territory of another Member State for the discharge of his duties shall not be considered as a period of residence. In particular, he shall be exempt from taxation on his official salary and emoluments during such periods of duty.
3. In this Article "representative" shall be deemed to include all representatives, advisers and technical experts of delegations. Each Member State shall communicate to the other Member States concerned, if they so request, the names of its representatives to whom this Article applies and the probable duration of their stay in the territories of such other Member States.

ARTICLE 14

Official clerical staff accompanying a representative of a Member State who are not covered by Articles 12 or 13 shall, while present in the territory of another Member State for the discharge of their duties, be accorded the privileges and immunities set out in paragraph 1 (b), (c), (e), (f), (h) and (i) and paragraph 2 of Article 13.

ARTICLE 15

Privileges and immunities are accorded to the representatives of Member States and their staffs not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the North Atlantic Treaty. Consequently, a Member State not only has the right, but is under a duty to waive the immunity of its representatives and members of their staffs in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the purposes for which the immunity is accorded.

ARTICLE 16

The provisions of Articles 12 to 14 above shall not require any State to grant any of the privileges or immunities referred to therein to any person who is its national or to any person as its representative or as a member of the staff of such representative.

Part IV.—International Staff and Experts on Missions for the Organisation

ARTICLE 17

The categories of officials of the Organisation to which Articles 18 to 20 apply shall be agreed between the Chairman of the Council Deputies and each of the Member States concerned. The Chairman of the Council Deputies shall communicate to the Member States the names of the officials included in these categories.

- (i) le droit d'importer temporairement en franchise son automobile privée affectée à son usage personnel, et ensuite, de réexporter cette automobile en franchise, sous réserve, dans l'un et l'autre cas, des conditions jugées nécessaires par le Gouvernement du pays intéressé.
2. Lorsque l'assujettissement à un impôt quelconque dépend de la résidence, la période au cours de laquelle le représentant visé par le présent article se trouve, pour l'exercice de ses fonctions, sur le territoire d'un autre Etat membre, ne sera pas considérée comme période de résidence. En particulier, ses appointements officiels et ses émoluments seront exempts d'impôts au cours de cette période.

3. Pour l'application du présent article, le terme "représentants" comprend tous les représentants, conseillers et experts techniques des délégations. Chaque Etat membre communiquera aux autres Etats membres intéressés, si ceux-ci le demandent, les noms de leurs représentants à qui s'appliquent le présent article, ainsi que la durée probable de leur séjour dans le territoire desdits Etats membres.

ARTICLE 14

Le personnel officiel de secrétariat qui accompagne le représentant d'un Etat membre et qui n'est pas visé aux articles 12 et 13 bénéficie, au cours de son séjour sur le territoire d'un autre Etat membre, pour l'exercice de ses fonctions, des priviléges et immunités prévus au paragraphe 1 (b), (c), (e), (f), (h) et (i) et au paragraphe 2 de l'article 13.

ARTICLE 15

Ces priviléges et immunités sont accordés aux représentants des Etats membres et à leur personnel, non à leur propre avantage, mais en vue d'assurer en toute indépendance l'exercice de leurs fonctions en rapport avec le Traité de l'Atlantique Nord. Par conséquent, un Etat membre a non seulement le droit mais le devoir de lever l'immunité de ses représentants et des membres de leur personnel dans tous les cas où, à son avis, l'immunité empêcherait que justice soit faite et où elle peut être levée sans préjudicier aux fins pour lesquelles elle est accordée.

ARTICLE 16

Les dispositions des articles 12 et 14 ci-dessus ne peuvent obliger un Etat à accorder l'un quelconque des priviléges et immunités prévus par ces articles, à un de ses ressortissants, ou à un de ses représentants ainsi qu'à un membre du personnel officiel de ce dernier.

Titre IV.—Personnel international et experts en mission pour le compte de l'Organisation

ARTICLE 17

Les catégories de fonctionnaires auxquelles s'appliquent les articles 18 à 20 feront l'objet d'un accord entre le président des Suppléants du Conseil et chacun des Gouvernements des Etats membres intéressés. Le président des Suppléants du Conseil communiquera aux Etats membres les noms des personnes comprises dans ces catégories.

ARTICLE 18

Officials of the Organisation agreed upon under Article 17 shall:

- (a) be immune from legal process in respect of words spoken or written and of acts done by them in their official capacity and within the limits of their authority;
- (b) be granted, together with their spouses and members of their immediate families residing with and dependent on them, the same immunities from immigration restrictions and aliens' registration as is accorded to diplomatic personnel of comparable rank;
- (c) be accorded the same facilities in respect of currency or exchange restrictions as are accorded to diplomatic personnel of comparable rank;
- (d) be given, together with their spouses and members of their immediate families residing with and dependent on them, the same repatriation facilities in time of international crisis as are accorded to diplomatic personnel of comparable rank;
- (e) have the right to import free of duty their furniture and effects at the time of first arrival to take up their post in the country in question, and, on the termination of their functions in that country, to re-export such furniture and effects free of duty, subject in either case to such conditions as the Government of the country in which the right is being exercised may deem necessary;
- (f) have the right to import temporarily free of duty their private motor vehicles for their own personal use and subsequently to re-export such vehicles free of duty, subject in either case to such conditions as the Government of the country concerned may deem necessary.

ARTICLE 19

Officials of the Organisation agreed under Article 17 shall be exempt from taxation on the salaries and emoluments paid to them by the Organisation in their capacity as such officials. Any Member State may, however, conclude an arrangement with the Council acting on behalf of the Organisation whereby such Member State will employ and assign to the Organisation all of its nationals (except, if such Member State so desires, any not ordinarily resident within its territory) who are to serve on the international staff of the Organisation and pay the salaries and emoluments of such persons from its own funds at a scale fixed by it. The salaries and emoluments so paid may be taxed by such Member State but shall be exempt from taxation by any other Member State. If such an arrangement is entered into by any Member State and is subsequently modified or terminated, Member States shall no longer be bound under the first sentence of this Article to exempt from taxation the salaries and emoluments paid to their nationals.

ARTICLE 20

In addition to the immunities and privileges specified in Articles 18 and 19, the Executive Secretary of the Organisation, the Co-ordinator of North Atlantic Defence Production, and such other permanent officials of similar rank as may be agreed between the Chairman of the Council Deputies and the Governments of Member States, shall be accorded the privileges and immunities normally accorded to diplomatic personnel of comparable rank.

ARTICLE 18

Les fonctionnaires de l'Organisation visés à l'article 17:

- (a) jouiront de l'immunité de juridiction pour les actes accomplis par eux en leur qualité officielle et dans les limites de leur autorité (y compris leurs paroles et leurs écrits);
- (b) jouiront, ainsi que leurs épouses et les membres de leur proche famille résidant avec eux ou à leur charge, quant aux dispositions limitant l'immigration et aux formalités d'enregistrement des étrangers, des mêmes priviléges que les agents diplomatiques de rang comparable;
- (c) jouiront, en ce qui concerne les réglementations monétaires de change, des mêmes priviléges que les agents diplomatiques de rang comparable;
- (d) jouiront, en période de crise internationale, ainsi que leurs épouses et les membres de leur proche famille résidant avec eux et à leur charge, des mêmes facilités de rapatriement que les agents diplomatiques de rang comparable;
- (e) jouiront du droit d'importer en franchise leur mobilier et leurs effets à l'occasion de leur première prise de fonctions dans le pays intéressé et du droit, à la cessation de leurs fonctions dans ledit pays, de réexporter en franchise ce mobilier et ces effets, sous réserve, dans l'un et l'autre cas, des conditions jugées nécessaires par le Gouvernement du pays où le droit est exercé;
- (f) jouiront du droit d'importer temporairement en franchise leurs automobiles privées affectées à leur usage personnel et ensuite de réexporter ces automobiles en franchise, sous réserve, dans l'un et l'autre cas, des conditions jugées nécessaires par le Gouvernement du pays intéressé.

ARTICLE 19

Les fonctionnaires de l'Organisation visés à l'article 17 seront exempts d'impôts sur les appointements et émoluments qui leur seront payés par l'Organisation en leur qualité de fonctionnaires de celle-ci. Toutefois, un Etat membre pourra conclure avec le Conseil, agissant au nom de l'Organisation, des arrangements permettant audit Etat membre de recruter et d'affecter à l'Organisation ses propres ressortissants (exception faite, si cet Etat membre le désire, de tout ressortissant ne résidant pas habituellement sur son territoire), devant faire partie du personnel international de l'Organisation. Il paiera dans ce cas les salaires et émoluments desdites personnes sur ses propres fonds selon un barème déterminé par lui. Ces salaires et émoluments pourront faire l'objet d'une imposition de la part de l'Etat membre en question, mais ne pourront être imposés par un autre Etat membre. Si un arrangement de cette nature conclu par un Etat membre est par la suite modifié, ou dénoncé, les Etats membres ne seront plus obligés en vertu de la première clause de cet article d'exonérer de l'impôt les salaires et émoluments payés à leurs propres ressortissants.

ARTICLE 20

Outre les priviléges et immunités spécifiés aux articles 18 et 19, le secrétaire exécutif de l'Organisation, le coordonnateur de la production de défense de l'Atlantique Nord, et tout autre fonctionnaire officiel permanent de rang similaire au sujet duquel un accord est intervenu entre le président des Suppléants du Conseil et les Gouvernements des Etats membres, bénéficient des priviléges et immunités normalement accordés aux agents diplomatiques de rang comparable.

ARTICLE 21

1. Experts (other than officials coming within the scope of Articles 18 to 20) employed on missions on behalf of the Organisation shall be accorded the following privileges and immunities so far as is necessary for the effective exercise of their functions while present in the territory of a Member State for the discharge of their duties:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) in respect of words spoken or written or acts done by them in the performance of their official functions for the Organisation, immunity from legal process;
- (c) the same facilities in respect of currency or exchange restrictions and in respect of their personal baggage as are accorded to officials of foreign Governments on temporary official missions;
- (d) inviolability for all papers and documents relating to the work on which they are engaged for the Organisation.

2. The Chairman of the Council Deputies shall communicate to the Member States concerned the names of any experts to whom this Article applies.

ARTICLE 22

Privileges and immunities are granted to officials and experts in the interests of the Organisation and not for the personal benefit of the individuals themselves. The Chairman of the Council Deputies shall have the right and the duty to waive the immunity of any official or expert in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organisation.

ARTICLE 23

The provisions of Articles 18, 20 and 21, above shall not require any State to grant any of the privileges or immunities referred to therein to any person who is its national, except:

- (a) immunity from legal process in respect of words spoken or written or acts done by him in the performance of his official functions for the Organisation;
- (b) inviolability for all papers and documents relating to the work on which he is engaged for the Organisation;
- (c) facilities in respect of currency or exchange restrictions so far as necessary for the effective exercise of his functions.

Part V.—Settlement of Disputes**ARTICLE 24**

The Council shall make provision for appropriate modes of settlement of:

- (a) disputes arising out of contracts or other disputes of a private character to which the Organisation is a party;
- (b) disputes involving any official or expert of the Organisation to whom Part IV of this Agreement applies who by reason of his official position enjoys immunity, if immunity has not been waived in accordance with the provisions of Article 22.

ARTICLE 21

1. Les experts (autres que les fonctionnaires visés aux articles 18 à 20), lorsqu'ils accomplissent des missions pour l'Organisation, jouissent, sur le territoire d'un Etat membre, pour autant que cela est nécessaire pour l'exercice efficace de leurs fonctions, des priviléges et immunités suivants :

- (a) immunité d'arrestation personnelle ou de détention et de saisie de leurs bagages personnels ;
- (b) immunité de juridiction en ce qui concerne les actes accomplis par eux dans l'exercice de leurs fonctions officielles pour l'Organisation (y compris leurs paroles et écrits) ;
- (c) les mêmes facilités en ce qui concerne les réglementations monétaires et de change et leurs bagages personnels, que celles accordées aux fonctionnaires des Gouvernements étrangers en missions officielles temporaires ;
- (d) inviolabilité de tous papiers et documents se rapportant au travail dont ils ont été chargés par l'Organisation.

2. Le président des Suppléants du Conseil communiquera aux Etats membres intéressés le nom de tous experts à qui s'appliquera le présent article.

ARTICLE 22

Ces priviléges et immunités sont accordés aux fonctionnaires et experts dans l'intérêt de l'Organisation et non à leur avantage personnel. Le président des Suppléants du Conseil aura non seulement le droit mais le devoir de lever l'immunité accordée à ces fonctionnaires ou experts dans tous les cas où, à son avis, cette immunité empêcherait que justice soit faite et où elle pourrait être levée sans préjudicier aux intérêts de l'Organisation.

ARTICLE 23

Les dispositions des articles 18, 20 et 21 ne peuvent obliger un Etat à accorder à un de ses ressortissants l'un quelconque des priviléges et immunités prévus par ces articles, excepté :

- (a) l'immunité de juridiction en ce qui concerne les actes accomplis par eux dans l'exercice de leurs fonctions officielles pour l'Organisation (y compris leurs paroles et écrits) ;
- (b) l'inviolabilité de tous papiers et documents se rapportant au travail dont ils ont été chargés pour l'Organisation ;
- (c) des facilités en ce qui concerne les règlements applicables en matière de contrôle des changes dans toute la mesure nécessaire pour l'exercice efficace de leurs fonctions.

Titre V.—Règlement des litiges**ARTICLE 24**

Le Conseil prendra toutes mesures utiles pour procéder au règlement :

- (a) des litiges découlant de contrats ou de tous autres litiges de caractère privé auxquels l'Organisation est partie ;
- (b) des litiges dans lesquels est impliqué l'un des fonctionnaires ou experts de l'Organisation visés au Titre IV du présent accord, qui bénéficient d'une immunité en raison de leurs fonctions officielles, pour autant que cette immunité n'ait pas été levée par application de l'article 22.

Part VI.—Supplementary Agreements**ARTICLE 25**

The Council acting on behalf of the Organisation may conclude with any Member State or States supplementary agreements modifying the provisions of the present Agreement, so far as that State or those States are concerned.

Part VII.—Final Provisions**ARTICLE 26**

1. The present Agreement shall be open for signature by Member States of the Organisation and shall be subject to ratification. Instruments of ratification shall be deposited with the Government of the United States of America, which will notify all signatory States of each such deposit.

2. As soon as six signatory States have deposited their instruments of ratification, the present Agreement shall come into force in respect of those States. It shall come into force in respect of each other signatory State, on the date of the deposit of its instrument of ratification.

ARTICLE 27

The present Agreement may be denounced by any Contracting State by giving written notification of denunciation to the Government of the United States of America, which will notify all signatory States of each such notification. The denunciation shall take effect one year after the receipt of the notification by the Government of the United States of America.

Titre VI.—Accords complémentaires**ARTICLE 25**

Le Conseil agissant au nom de l'Organisation peut conclure avec un ou plusieurs Etats membres de l'Organisation des accords complémentaires, en vue d'aménager les dispositions de la présente Convention en ce qui concerne cet Etat ou ces Etats.

Titre VII.—Dispositions finales**ARTICLE 26**

1. La présente Convention sera soumise à la signature des Etats membres de l'Organisation et sera sujette à ratification. Les instruments de ratification seront déposés auprès du Gouvernement des Etats-Unis d'Amérique qui informera tous les Etats signataires de ce dépôt.

2. Dès que six Etats signataires auront déposé leurs instruments de ratification, la présente Convention entrera en vigueur pour ces Etats. Elle entrera en vigueur pour chaque autre Etat signataire à la date du dépôt de son instrument de ratification.

ARTICLE 27

La présente Convention pourra être dénoncée par toute Partie contractante au moyen d'une notification écrite de dénonciation adressée au Gouvernement des Etats-Unis d'Amérique qui informera tous les Etats signataires de cette notification. La dénonciation prendra effet un an après réception de la notification par le Gouvernement des Etats-Unis d'Amérique.

In witness whereof the undersigned plenipotentiaries have signed the present Agreement.

Done in Ottawa this twentieth day of September, 1951, in French and in English, both texts being equally authoritative, in a single copy which shall be deposited in the archives of the Government of the United States of America which will transmit a certified copy to each of the signatory States.

En foi de quoi, les plénipotentiaires soussignés, dûment autorisés à cet effet, ont signé le présent accord.

Fait à Ottawa, le vingt septembre 1951 en français et en anglais, les deux textes faisant également foi, en un seul exemplaire qui sera déposé aux archives du Gouvernement des Etats-Unis d'Amérique, qui en communiquera une copie certifiée conforme à tous les pays signataires.

For the Kingdom of Belgium :

Pour le Royaume de Belgique :

A. DE STAERCKE.

For Canada :

Pour le Canada :

L. D. WILGRESS.

For the Kingdom of Denmark :

Pour le Royaume de Danemark :

STEENSEN-LETH.

For France :

Pour la France :

HERVÉ ALPHAND.

For Iceland :

Pour l'Islande :

GUNNLAUGER PÉTURSSON.

For Italy :

Pour l'Italie :

A. ROSSI-LONGHI.

For the Grand Duchy of Luxembourg :

Pour le Grand Duché de Luxembourg :

A. CLASEN.

For the Kingdom of the Netherlands :

Pour le Royaume des Pays-Bas :

A. W. L. TJARDA VAN STARKENBORGH-STACHOUWER.

For the Kingdom of Norway :

Pour le Royaume de Norvège :

DAG BRYN.

For Portugal :

Pour le Portugal :

Reserving the non-application of Article 6 in case of expropriation.

R. ENNES ULRICH.

For the United Kingdom of Great Britain and Northern Ireland :

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :

F. R. HOYER MILLAR.

For the United States of America :

Pour les Etats-Unis d'Amérique :

CHARLES M. SPOFFORD.

I CERTIFY THAT the foregoing is a true copy of the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff which was signed in the English and French languages at Ottawa on September 20, 1951, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DEAN ACHESON, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the City of Washington, in the District of Columbia, this ninth day of October 1951.

[SEAL.]

DEAN ACHESON
Secretary of State.

By M. P. CHAUVIN
Authentication Officer,
Department of State.

CONVENTION SUR LE STATUT
DE L'ORGANISATION DU TRAÎTE
DE L'ATLANTIQUE NORD, DES
REPRÉSENTANTS NATIONAUX
ET DU PERSONNEL INTERNA-
TIONAL

Extrait du Procès-verbal d'une ré-
union des Suppléants du Conseil
de l'Atlantique Nord tenue le 12
décembre 1951

AGREEMENT ON THE STATUS OF
THE NORTH ATLANTIC TREATY
ORGANIZATION, NATIONAL REP-
RESENTATIVES AND INTERNA-
TIONAL STAFF

Extract from the Summary Rec-
ord of a meeting of the North
Atlantic Council Deputies held on
12th December 1951

Les Suppléants, ayant constaté les différences entre les textes anglais et français des articles 14 et 16 de la Convention sur le Statut de l'Organisation du Traité de l'Atlantique Nord, des représentants nationaux et du personnel international, signée à Ottawa le 20 septembre 1951, déclarent au nom de leurs gouvernements que le texte anglais est correct et que le texte français doit être rétabli comme suit:

Article 14. Le personnel officiel de secrétariat qui accompagne le représentant d'un Etat membre et qui n'est pas visé aux articles 12 ou 13 bénéficie, au cours de son séjour sur le territoire d'un autre Etat membre pour l'exercice de ses fonctions, des priviléges et immunités prévus au paragraphe 1 (b), (c), (e), (f), (h) et (i) et au paragraphe 2 de l'article 13.

Article 16. Les dispositions des articles 12 à 14 ci-dessus ne peuvent obliger un Etat à accorder l'un quelconque des priviléges et immunités prévus par ces articles à un de ses ressortissants ou à un de

The Council Deputies, having observed the discrepancies in the English and French texts of articles 14 and 16 of the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff, signed in Ottawa on the 20th September, 1951, agree on behalf of their Governments that the English text is correct and the French text should read as follows:

ses représentants, ainsi qu'à un membre du personnel officiel de ce dernier.

Fait le 12 décembre 1951.

Dated this 12th day of
December, 1951.

WALRAVENS
(Belgium—Belgique)

L D WILGRESS
(Canada—Canada)

STEENSEN-LETH.
(Denmark—Danemark)

E BURIN DES ROZIERS
(France—France)

GUNNLAUGUR PÉTURSSON
(Iceland—Islande)

A ROSSI-LONGHI
(Italy—Italie)

A CLASEN
(Luxembourg—Luxembourg)

A R TAMMENOMS BAKKER.
(Netherlands—Pays-Bas)

DAG BRYN
(Norway—Norvège)

R. ENNES ULRICH
(Portugal—Portugal)

F R HOYER MILLAR
(United Kingdom—Royaume-
Uni)

CHARLES M. SPOFFORD
(United States—Etats-Unis)

I CERTIFY THAT the foregoing is a true copy of an Extract from the Summary Record of a meeting of the North Atlantic Council Deputies held on December 12, 1951 and signed on that date by the Council Deputies on behalf of their respective Governments, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DEAN ACHESON, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Acting Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this fourth day of January 1952.

[SEAL]

DEAN ACHESON
Secretary of State

By B. HARTMAN
Acting Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by their resolution of July 15, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement and extract;

WHEREAS the said Agreement and extract were duly ratified by the President of the United States of America on July 24, 1953, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article 26 of the said Agreement that as soon as six signatory States have deposited instruments of ratification with the Government of the United States of America the Agreement shall come into force in respect of those States;

WHEREAS instruments of ratification of the said Agreement were deposited with the Government of the United States of America by Denmark on May 7, 1952, by the Netherlands on July 14, 1952, by Norway on February 24, 1953, by Iceland on May 11, 1953, by the United States of America on July 24, 1953, and by Turkey on May 18, 1954;

AND WHEREAS, pursuant to the aforesaid provisions of Article 26 of the said Agreement, the Agreement came into force on May 18, 1954;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff and the said extract to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after May 18, 1954, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

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

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES

Secretary of State

AGREEMENT

Since the Government of the United States desires to enter into an arrangement with the North Atlantic Council, acting on behalf of the North Atlantic Treaty Organisation, as provided in Article 19 of the Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff signed at Ottawa, Canada, September 20, 1951, it is, therefore, agreed by the Government of the United States and the North Atlantic Council Deputies, acting on behalf of the North Atlantic Treaty Organisation, as follows:

1. Whenever the Organisation desires the services of a United States national, it will notify the Deputy United States Representative, North Atlantic Council of: (A) The nature of the position to be filled, (B) The qualifications which an individual must possess to fill the position, and (C) The salary which such individual would receive if employed by the North Atlantic Treaty Organisation. The Organisation may notify the Government of the United States of the name(s) of any individual(s) it deems acceptable for the position.
2. The Government of the United States may assign to the Organisation a United States national from its Government service who is acceptable to the Organisation. The Government of the United States will provide security clearance for the individual concerned.
3. The Government of the United States will pay any and all salaries and emoluments of United States nationals, who are employed by it and assigned to the Organisation, from its own funds at rates determined by the Government of the United States.
4. The Organisation agrees that it will not pay salaries and emoluments to any citizen of the United States.
5. The Organisation will credit to the United States the amounts of salaries and emoluments which would otherwise have been paid by the Organisation to United States nationals and will deduct the total of such credits for each fiscal year from the amount assessed the Government of the United States by the Organisation, in respect of the annual contribution of the Government of the United States for the subsequent fiscal year.

IN WITNESS WHEREOF, This Agreement is executed at London on this 29th day of September, 1951, by Sir F. R. Hoyer Millar, Vice-Chairman of the North Atlantic Council Deputies, on behalf of the North Atlantic Treaty Organisation, and by Charles M. Spofford, United States Deputy Representative to the North Atlantic Council, on behalf of the Government of the United States.

F R HOYER MILLAR
F R HOYER MILLAR,

CHARLES M. SPOFFORD
Charles M. Spofford

TIAS 2993
Aug. 19, 1943

**COLLABORATION IN ATOMIC ENERGY
RESEARCH AND DEVELOPMENT**

**Agreement between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM**

- Signed at Quebec August 19, 1943
- Entered into force August 19, 1943

THE CITADEL
QUEBEC

ARTICLES OF AGREEMENT

governing collaboration between the authorities of the U.S.A. and the
U.K. in the matter of Tube Alloys [']

Whereas it is vital to our common safety in the present War to bring the Tube Alloys project to fruition at the earliest moment; and whereas this may be more speedily achieved if all available British and American brains and resources are pooled; and whereas owing to war conditions it would be an improvident use of war resources to duplicate plants on a large scale on both sides of the Atlantic and therefore a far greater expense has fallen upon the United States;

It is agreed between us

First, that we will never use this agency against each other.

Secondly, that we will not use it against third parties without each other's consent.

Thirdly, that we will not either of us communicate any information about Tube Alloys to third parties except by mutual consent.

Fourthly, that in view of the heavy burden of production falling upon the United States as the result of a wise division of war effort, the British Government recognize that any post-war advantages of an industrial or commercial character shall be dealt with as between the United States and Great Britain on terms to be specified by the President of the United States to the Prime Minister of Great Britain. The Prime Minister expressly disclaims any interest in these industrial and commercial aspects beyond what may be considered by the President of the United States to be fair and just and in harmony with the economic welfare of the world.

And Fifthly, that the following arrangements shall be made to ensure full and effective collaboration between the two countries in bringing the project to fruition:

¹ Atomic energy research and development.

(a) There shall be set up in Washington a Combined Policy Committee composed of:

THE SECRETARY OF WAR.	(United States).
Dr VANNEVAR BUSH.	(United States)
Dr. JAMES B. CONANT.	(United States)
Field-Marshal Sir JOHN DILL, G.C.B., C.M.G., D.S.O.	(United Kingdom)
Colonel the Right Hon. J. J. LEWELLIN, C.B.E., M.C., M.P.	(United Kingdom)
The Honourable C. D. HOWE	(Canada)

The functions of this Committee, subject to the control of the respective Governments, will be:

- (1) To agree from time to time upon the programme of work to be carried out in the two countries.
- (2) To keep all sections of the project under constant review.
- (3) To allocate materials, apparatus and plant, in limited supply, in accordance with the requirements of the programme agreed by the Committee.
- (4) To settle any questions which may arise on the interpretation or application of this Agreement.

(b) There shall be complete interchange of information and ideas on all sections of the project between members of the Policy Committee and their immediate technical advisers.

(c) In the field of scientific research and development there shall be full and effective interchange of information and ideas between those in the two countries engaged in the same sections of the field.

(d) In the field of design, construction and operation of large-scale plants, interchange of information and ideas shall be regulated by such *ad hoc* arrangements as may, in each section of the field, appear to be necessary or desirable if the project is to be brought to fruition at the earliest moment. Such *ad hoc* arrangements shall be subject to the approval of the Policy Committee.

Approved

August 19 1943

FRANKLIN D ROOSEVELT

WINSTON S. CHURCHILL

EDUCATION

**TIAS 2994
Feb. 19 and
Mar. 19, 1954**

Broadening Scope of Cooperative Program Additional Financial Contributions

Agreement between the UNITED STATES OF AMERICA and the DOMINICAN REPUBLIC

- Effectuated by Exchange of Notes
Signed at Ciudad Trujillo
February 19 and March 19, 1954
- Entered into force March 19, 1954

The American Ambassador to the Dominican Secretary of State for Foreign Affairs and Worship

No. 300

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Dominican Republic effected by an exchange of notes signed at Ciudad Trujillo on March 16, 1951,[¹] as subsequently modified and extended,[²] providing for a cooperative education program in the Dominican Republic.

I am authorized by my Government to propose that, for the purpose of broadening the scope of the cooperative education program being carried on pursuant to the agreement referred to above, rural education and industrial arts, as requested by your government, be included under the terms of said agreement. I have also been authorized by my government to propose that our two Governments enter into the following financial commitments:

1. The Government of the United States of America through The Institute of Inter-American Affairs of the Foreign Operations Administration shall deposit to the credit of the Servicio Cooperativo Interamericano de Educación for the period July 1, 1953 through June 30, 1954, the sum of \$25,000.00 (Twenty Five Thousand Dollars) in currency of the United States as follows:

March 1,	RD\$ 5,000.00
April 1,	RD\$ 10,000.00
May 1,	RD\$ 10,000.00

2. The Government of the Dominican Republic through its Department of State for Education and Fine Arts shall deposit to the credit of the Servicio Cooperativo Interamericano de Educación for the period of July 1, 1953 through June 30, 1954, the sum of \$50,000.- (Fifty Thousand Dollars) Rd. in currency of the Dominican Republic as follows:

March 1,	RD\$ 10,000.00
April 1,	RD\$ 20,000.00
May 1,	RD\$ 20,000.00

3. The contributions provided for herein shall be in addition to the contributions to the Servicio Cooperativo Interamericano de Educación specified in prior agreement.

¹ Treaties and Other International Act Series 2244; 2 UST 897.

² TIAS 2375; 2 UST 2547; and TIAS 2544; 3 UST, pt. 3, p. 4034.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposals. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an understanding between our two Governments which shall enter into force on the date of your reply.

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

WILLIAM T. PHEIFFER

CIUDAD TRUJILLO, D. R.,
February 19, 1954.

*The Dominican Acting Secretary of State for Foreign Affairs and
Worship to the American Ambassador*

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES Y CULTO

CIUDAD TRUJILLO,
DISTRITO DE SANTO DOMINGO,
19 de marzo del 1954.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo a Vuestra Excelencia de la amable Nota marcada con el No. 300, de fecha 19 de febrero de 1954, por medio de la cual se ha referido al Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana puesto en vigor mediante cambio de Notas, firmado en Ciudad Trujillo el 16 de marzo de 1,951, modificado y ampliado posteriormente, sobre un programa cooperativo de educación en la República Dominicana.

Expresa Vuestra Excelencia en la aludida Nota que está autorizado por su Gobierno a proponer, con el objeto de ensanchar la esfera de acción del programa cooperativo de educación, que se incluyan en él la enseñanza rural y la de artes y oficios. Asimismo manifiesta Vuestra Excelencia que el Gobierno de los Estados Unidos está de acuerdo en que se asuman los siguientes compromisos financieros:

"1.—El Gobierno de los Estados Unidos de América, por mediación del Instituto de Asuntos Interamericanos de la Administración de Operaciones en el Extranjero depositará al haber del Servicio Cooperativo Interamericano de Educación para el período comprendido entre el 1ro. de julio de 1953 y el 30 de junio de 1954, la suma de RD\$25.000.00 (veinticinco mil dólares) en moneda de los Estados Unidos, del siguiente modo:

Marzo 1	RDs 5.000.00
Abril 1	" " 10.000.00
Mayo 1	" " 10.000.00

2.-El Gobierno de la República Dominicana por mediación de su Secretaría de Estado de Educación y Bellas Artes depositará al haber del Servicio Cooperativo Interamericano de Educación para el período comprendido entre el 10. de julio de 1953 y el 30 de junio de 1954, la suma de \$50.000 (cincuenta mil pesos) en moneda de la República Dominicana, del siguiente modo:

Marzo 1	RDs 10.000.00
Abril 1	" " 20.000.00
Mayo 1	" " 20.000.00

3.-Estas contribuciones serán en adición a las contribuciones para el Servicio Cooperativo Interamericano de Educación especificadas en el convenio anterior".

Complácame llevar a conocimiento de Vuestra Excelencia que el Gobierno dominicano acepta con agrado las propuestas que anteceden y que considera la aludida Nota No. 300 y la presente respuesta como Acuerdo entre nuestros dos Gobiernos que entrará en vigor en esta misma fecha.

Hago provecho de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

J M TRONCOSO

Excelentísimo Señor

WILLIAM T. PHEIFFER,

Embajador Extraordinario y Plenipotenciario

de los Estados Unidos de América.

Ciudad.

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS AND WORSHIP

CIUDAD TRUJILLO,
DISTRICT OF SANTO DOMINGO,
March 19, 1954.

6039
MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 300 dated February 19, 1954, referring to the agreement between the Government of the United States of America and the Government of the Dominican Republic brought into force by an exchange of notes signed at Ciudad Trujillo on March 16, 1951, as subsequently modified and extended, relating to a cooperative education program in the Dominican Republic.

Your Excellency states in the aforementioned note that you are authorized by your Government to propose, for the purpose of broadening the scope of the cooperative education program, that rural education and education in the arts and crafts be included. Your Excellency also states that the Government of the United States agrees that the following financial commitments be entered into:

"1. The Government of the United States of America through the Institute of Inter-American Affairs of the Foreign Operations Administration will deposit to the credit of the Servicio Cooperativo Interamericano de Educación for the period between July 1, 1953, and June 30, 1954, the sum of 25,000.00 Dominican pesos (twenty-five thousand dollars) in United States currency as follows:

"March 1	5,000.00	Dominican pesos
April 1	10,000.00	" "
May 1	10,000.00	" "

"2. The Government of the Dominican Republic through its Department of State for Education and Fine Arts will deposit to the credit of the Servicio Cooperativo Interamericano de Educación for the period between July 1, 1953, and June 30, 1954, the sum of \$50,000 (fifty thousand pesos) in currency of the Dominican Republic as follows:

"March 1	10,000.00	Dominican pesos
April 1	20,000.00	" "
May 1	20,000.00	" "

"3. These contributions will be in addition to the contributions for the Servicio Cooperativo Interamericano de Educación specified in the preceding agreement".

I am happy to inform Your Excellency that the Dominican Government accepts with pleasure the foregoing proposals and considers the aforementioned note No. 300 and the present reply to be an agreement between our two Governments which will enter into force today.

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

J M TRONCOSO

His Excellency

WILLIAM T. PHEIFFER,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City,*

Index

	Page		Page
Aerial Photographs, defense installations in Ethiopia, utilization by U. S.	754	Air Missions. <i>See</i> Aviation.	
Afghanistan, emergency wheat aid	420	Aircraft:	
Africa:		Consular officers convention, Ireland	964, 965, 971, 976
East Africa High Commission, East African Railways and Harbours Commission, functions in development of port facilities, agreement with United Kingdom.	143	Double taxation, avoidance—	
North Africans of French nationality, former prisoners of war, settlement of claims, agreement with France	632, 633	Australia, estates	96
Participation in industry, revolving loan fund, United Kingdom	161, 162	Greece—	
Agriculture:		Estates	21
Cooperative programs—		Income from operation of aircraft	61
Chile—		Passport visas for crew members—	
Reforestation and dune stabilization.	932	El Salvador	861, 863
Water utilization	477, 498	Mexico—	
Iraq	309	Crew members	186
Lebanon	1079, 1083	Stewards, hostesses	177
United Kingdom, erosion control and soil conservation in British Caribbean area	836	Use of defense installations in Ethiopia	751, 752, 754, 759
Employees, officials, nonimmigrant visas, Mexico	177, 187	Aircraft Carriers:	
Schedule of fees	190, 191	Loan to France	137
Loan fund in Uganda protectorate and Tanganyika, provisions in agreement with United Kingdom	162, 163	Visits of naval vessels, Cuba	764, 769
Mexican workers, employment in U. S.	353, 379	Amortization Schedule, loan to United Kingdom for development of port facilities in Kenya and Tanganyika	149
Surplus commodities, U. S., purchase by Japan	717, 723, 807, 808	Antilles, Netherlands, technical cooperation, Netherlands	919
U. S. Department of, participation of Secretary in Joint U. S.-Canadian Committee on Trade and Economic Affairs	315	Armed Forces, U. S. <i>See</i> United States Armed Forces.	
Aid, Emergency Wheat:		Army Mission to Cuba	737
Afghanistan	420	Atomic Energy, research and development, collaboration, United Kingdom	1114
Libya	424	Australia:	
		Double taxation, avoidance, estates of deceased persons, convention	92
		Mutual aid settlement, investment of portion of trust account	650
		Automobiles, customs concessions, Chile	473, 915
		Aviation:	
		Aircraft. <i>See</i> Aircraft.	
		Jurisdiction of consular officers, Ireland	1003
		Missions—	
		Air force, Chile.	358
		Military, El Salvador	416

INDEX

Page		Page
Aviation—Continued		
Mutual defense assistance, arrangements for return of equipment, Japan		
Photography, aerial, defense installations in Ethiopia		
Barbados , erosion control program, technical cooperation, United Kingdom .		
Bases, military, Philippines		
Belgium, mutual aid settlement		
<i>Belleau Wood</i> , U. S. aircraft carrier, loan to France 138, 142		
<i>Benson and Hilary P. Jones</i> , loan of vessels to China 207		
Bering Sea and Northern Pacific Ocean , preservation of halibut fishery, Canada 5		
<i>Berlin</i> , validation of German dollar bonds, confirmation of effectiveness, Germany 1		
Bolivia :		
Education 442, 448		
Health and sanitation 200		
Technical cooperation 518		
Bonds :		
Avoidance of double taxation on—		
Estates—		
Australia 96		
Greece 21		
Income from interest, Greece 61		
Validation of German dollar bonds, confirmation of effectiveness in Berlin 1		
Brazil :		
Joint Commission for Economic Development, termination 112		
Military advisory mission 820		
Oil shale study 341		
Canada :		
Combined Policy Committee, atomic energy research and development, collaboration, agreement with United Kingdom		
Halibut fishery of Northern Pacific Ocean and Bering Sea, convention 5		
Joint Committee on Trade and Economic Affairs, establishment		
Certificates of Credit Balances, settlement of claims of French prisoners of war, France 622		
Certification of Able Seamen, International Labor Organization convention		
710	Chile:	
Air force mission 358		
754	Customs concessions on automobiles	473, 915
Technical cooperation—		
Reforestation and dune stabilization 932		
Water utilization 477, 498		
China, loan of vessels by U. S., defense 207, 892		
Claims Provisions :		
Conflicting claims to enemy property, Norway		
Norway 907		
Consular officers, Ireland 971, 976, 984, 1000		
Defense installations in Ethiopia, utilization by U. S. 754, 759		
Double taxation, avoidance —		
Estates—		
Australia 99		
Greece 21, 27, 29, 31		
Income, Greece 73		
French prisoners of war, agreement with France		
with France 622		
German Red Cross hospital in Korea 327, 328		
Guaranty of private investments, Japan 793, 794, 804		
Loan of vessels to —		
China 209, 894		
France 139		
Japan 1016		
North Atlantic Treaty, international military headquarters, status 879		
Colón Free Zone, sump-pump station, Panama		
. 782		
Combined Policy Committee, atomic energy research and development, collaboration, United Kingdom		
. 1116		
Commerce :		
Friendship, commerce and consular rights, Germany		
. 827		
Friendship, commerce and navigation, Israel		
. 550		
Trade. <i>See Trade</i> .		
U. S. Department of Commerce, participation of Secretary in Joint U. S.-Canadian Committee on Trade and Economic Affairs		
. 315		

	Page		Page
Communications and Transportation:		Customs Provisions—Continued	
Ethiopia, defense installations, utilization by U. S.	753	Mutual defense assistance—	
Jordan, technical cooperation	654	Japan	666, 676
Lebanon, cooperative program	1079, 1083	Pakistan	856
Consular Officers, Agreements With:		North Atlantic Treaty, implementation—	
Iraq, free entry privileges	657	International military headquarters, status	881
Ireland, convention	949	North Atlantic Treaty Organization, national representatives and international staff, status	1092, 1094, 1096, 1098
Mexico, passport visas	184		
Consular Rights, Commerce, and Friendship, Germany	827	Purchases for defense installations,	
Conventions. <i>See Treaties.</i>		Ethiopia	758
Copyright:		Relief supplies and packages, India .	299, 302
Agreement with Japan	118	Technical cooperation—	
Avoidance of double taxation—		Bolivia	520
Australia, estates	97	Egypt	1031, 1033
Greece—		Ethiopia	108
Estates	21	Netherlands, Surinam and Netherlands Antilles	928
Income from royalties	63	Panama	1048, 1049
Courtesy Permits, provisions in passport visa agreement, Mexico	187	Peru	1060, 1061
Credit:		United Kingdom, British Caribbean area	839, 842
Certificates of credit balances, settlement of claims of French prisoners of war, France	622		
Establishment in U. S., provisions in European Coal and Steel Community loan agreement	526	Defense:	
Criminal Jurisdiction Provisions:		Facilities assistance program, Norway	830
Defense installations in Ethiopia, utilization by U. S.	757	Installations in Ethiopia, utilization by U. S.	749
North Atlantic Treaty, international military headquarters, status	877	Loan of vessels to—	
Cuba:		China	207, 892
Army mission	737	France	137
Naval vessels, visits	762	Military assistance, Nicaragua	453
Customs Concessions on Automobiles, Chile	473, 915	Mutual defense assistance. <i>See Mutual Defense Assistance.</i>	
Customs Provisions:		Technical missions from Japan for study of defense equipment and supplies	317
Consular officers—		U. S. armed forces in Japan, reduction in expenditures for maintenance, Japan	742
Iraq, free entry privileges	657		
Ireland, convention	976, 991, 997, 998	Diplomatic or Official Visas, provisions in passport agreement, Mexico	184, 186
Foreign service personnel—		Dollar Bonds of German Issue, validation, confirmation of effectiveness in Berlin	1
Dominican Republic	1064	Dollar Payment Notes, provisions in European Coal and Steel Community loan agreement	528, 536
Liberia	734		
Uruguay	824	Dominican Republic:	
Friendship, commerce and navigation treaty, Israel	565, 567, 572	Education, cooperative program	1117
Military assistance—		Foreign service personnel, free entry privileges	1064
Honduras	847		
Nicaragua	458, 460		

Page	Page
Double Taxation. <i>See</i> Taxation, Double, Avoidance.	
Dune Stabilization and Reforestation, technical cooperation, Chile	932
Economic Affairs and Trade, Joint U. S.-Canadian Committee, establishment	314
Economic Arrangements, Japan	806
Economic Cooperation. <i>See also</i> Technical Cooperation.	
Iceland	166
United Kingdom, revolving loan fund in Uganda protectorate and Tanganyika	160
Economic Development:	
Cooperative program, Panama	1035
Joint Commission, termination, Brazil	112
Education:	
Cooperative programs—	
Bolivia	442, 448
Dominican Republic	1117
Lebanon	1079, 1083
Panama	336
Income from teaching, avoidance of double taxation, Greece	69
Students, etc., passport visas—	
El Salvador	860, 861
Mexico	177, 178, 185, 187, 190, 191
Egypt, technical cooperation	1029
El Salvador:	
Military aviation mission	416
Passport visa fees	859
Emergency Wheat Agreements:	
Afghanistan, aid	420
Pakistan, loan for purchase	348
Erosion Control and Soil Conservation, British Caribbean area, United Kingdom	836
Estates and Transfer of Property, consular officer jurisdiction, provisions in convention, Ireland	984, 1008, 1009, 1010
Estates of Deceased Persons, Avoidance of Double Taxation, Conventions:	
Australia	92
Greece	12
Ethiopia:	
Defense installations, utilization by U. S. Technical cooperation, public health program	749 102
European Coal and Steel Community, loan agreement	524
Explosives and Propellants, production in defense facilities assistance program, Norway	830
Export-Import Bank:	
European Coal and Steel Community, establishment of credit	524
Pakistan, emergency wheat purchase, functions in U. S. loan	349, 351
Exportation Provisions:	
Honduras, military assistance	847
Israel, friendship, commerce and navigation treaty	565
Japan, mutual defense assistance	668
Multilateral, North Atlantic Treaty Organization, national representatives and international staff, status	1092, 1094, 1096, 1098
Nicaragua, military assistance	458, 460
Pakistan, mutual defense assistance	856
United Kingdom, development of Uganda port facilities	150
Fisheries, technical cooperation, Lebanon	1079, 1083
Fishery, halibut, preservation, North Pacific Ocean and Bering Sea, Canada	5
Foreign Service Personnel, Free Entry Privileges:	
Dominican Republic	1064
Liberia	734
Uruguay	824
Forestry:	
Chile, reforestation and dune stabilization	932
Lebanon, appropriation for project	1079, 1083
France:	
Claims of French prisoners of war, settlement	622
Defense, U. S. loan of aircraft carrier	137
Friendship, Commerce and Consular Rights, Germany	827
Friendship, Commerce and Navigation, treaty, Israel	550
Gendarmerie, Imperial Iranian, U. S. military mission with	542
General Agreement on Tariffs and Trade (GATT), declaration regulating commercial relations between certain contracting parties and Japan	219
Schedule for Japan	232

Page	Page
Germany, Federal Republic of:	
Conflicting claims to enemy property, Norway	909, 910, 912
Dollar bonds of German issue, validation, confirmation of effectiveness in Berlin	1
Friendship, commerce and consular rights	827
Service of German nationals in U. S. armed forces	828
Mutual defense assistance, purchase of equipment and materials for internal police use	170
Red Cross hospital in Korea	322
Greece, double taxation, avoidance, conventions:	
Estates of deceased persons	12
Income	47
Guaranty of Private Investments, Japan .	791
Economic arrangements	807, 808
Halibut Fishery of Northern Pacific Ocean and Bering Sea, Canada	5
Health and Sanitation:	
Cooperative programs—	
Bolivia	200
Ethiopia	102
Lebanon	1079, 1083
Defense installations in Ethiopia, utilization by U. S	753, 758
<i>Hilary P. Jones</i> , loan of vessel to China .	207
Honduras, military assistance	843
Hospital in Korea, German Red Cross .	322
Iceland, economic cooperation	166
Immigrant Student Cards, provisions in passport visa agreement, Mexico .	185
Importation. <i>See Customs Provisions.</i>	
Income, avoidance of double taxation, convention, Greece	47
India:	
Passport visa fees	193
Relief supplies and packages	298, 301
Industry:	
African participation, revolving loan fund, United Kingdom	161, 162
Control of exchange of information, avoidance of double taxation, Greece—	
Estates	27, 31
Income	75, 79
Industry—Continued	
Cooperative program, Lebanon . . .	1079, 1083
Education, industrial arts, Dominican Republic	1118
Income, avoidance of double taxation, Greece	57
Passport visas—	
Employees, officials, Mexico	177, 187, 190, 191
Trainees, El Salvador	862
Information, Exchange of:	
Avoidance of double taxation agreements—	
Australia, estates	99
Greece—	
Estates	27, 31
Income	75, 79
Publicity. <i>See Publicity Provisions.</i>	
Technical knowledge and skills—	
Missions from Japan	319, 321
Patent rights, mutual defense assistance, Pakistan	855
Surinam and Netherlands Antilles, Netherlands	919
Information Media Representatives, Passport Visas:	
El Salvador	860, 862
Mexico	178, 190, 191
Institute of Inter-American Affairs, Cooperative Programs:	
Economic development, Panama	1035
Education—	
Bolivia	442, 448
Dominican Republic	1117
Panama	336
Erosion control and soil conservation in British Caribbean area, United Kingdom	837
Health and sanitation, Bolivia	200
Reforestation and dune stabilization, Chile	932
Special technical services, Peru	1051
Water utilization, Chile	477, 498
Insurance, provisions in migrant labor agreement, Mexico	382, 398
International Court of Justice, arbitration functions, friendship, commerce, and navigation treaty, Israel	575
International Labor Organization, certification of able seamen, convention . . .	605

Page		Page	
International Military Headquarters, North Atlantic Treaty, status	870	Joint Commission for Economic Development, termination, Brazil	112
Employment of U. S. nationals	890	Joint Committee on Trade and Economic Affairs, establishment, Canada	314
International Monetary Fund, Exchange Rates:		Joint Migratory Labor Commission, Mexico	407, 411
Ethiopia, public health program	105	Jordan Program, technical cooperation, communication and transportation .	654
European Coal and Steel Community, loan agreement	530		
Israel, friendship, commerce and navigation treaty	564	Kenya, port of Mombasa, development of facilities, loan to United Kingdom . . .	150
International Pacific Halibut Commission, functions in preservation of halibut fishery of Northern Pacific Ocean and Bering Sea, agreement with Canada .	5	Korea, Red Cross hospital, Germany . . .	322
Investments, private, guaranty, Japan. 791, 807, 808			
Iran:		Labor:	
Military assistance	788	International Labor Organization, certification of able seamen, convention	605
Military missions—		Migrant Labor Agreement of 1951, As Amended, Mexico	353, 379
Imperial Iranian Gendarmerie	542	Joint Migratory Labor Commission	407, 411
Iranian army	546		
Iraq:		Lebanon, Technical Cooperation:	
Consular officers, free entry privileges .	657	Litani River survey	304
Technical cooperation, agricultural development	309	Operations mission	1078
Ireland, consular officers, convention	949	Lend Lease Settlement, return of U. S. naval vessels, Union of Soviet Socialist Republics	1067
Irrigation, water utilization programs, Chile	477, 498	Liberia, foreign service personnel, free entry privileges	734
Israel, friendship, commerce and navigation, treaty	550	Libya, emergency wheat aid	424
Japan:		Litani River Survey Project, technical cooperation, Lebanon	304
Copyright	118		
Defense, reduction in expenditures for maintenance of U. S. Armed Forces in Japan.	742	Loan Agreements:	
Economic arrangements	806	China, U. S. vessels	207, 892
General Agreement on Tariffs and Trade, declaration regulating commercial relations, multilateral.	219	European Coal and Steel Community .	524
Schedule for Japan	232	France, U. S. aircraft carrier	137
Guaranty of private investments	791	Pakistan, emergency wheat purchase .	348
Economic arrangements	807, 808	United Kingdom—	
Mutual defense assistance	661	Port facilities in Kenya and Tanganyika	143
Loan of U. S. naval vessels	1014	Uganda protectorate and Tanganyika, revolving loan fund	160
Return of equipment, arrangements	708		
Passport visa fees	333	Maritime Provisions. <i>See</i> Navigation; Seamen; Shipping Provisions; Vessels.	
Purchase of U. S. surplus agricultural commodities	723	Meteorological Aids, defense installations in Ethiopia, utilization by U. S.	751
Economic arrangements	807, 808		
Interim agreement	717	Mexico:	
Technical missions to U. S.	317	Agricultural workers, employment in U. S.	353, 379
		Joint Migratory Labor Commission	407, 411

	Page		Page
Mexico—Continued		Missions—Continued	
Passports, validity of nonimmigrant visas and schedule of fees	174	Military—Continued	
Migrant Labor Agreement of 1951, As Amended, Mexico	353, 379	Cuba, army	737
Military Assistance:		El Salvador, aviation	416
Advisory Groups in—		Iran—	
Japan, functions in arrangements for return of equipment	708	Imperial Iranian Gendarmerie	542
Norway, status	619	Iranian army	546
Agreements with—		Technical cooperation—	
Honduras	843	Bolivia	518
Iran	788	Egypt	1029
Japan, economic arrangements	808	Lebanon	1078
Nicaragua	453	Technical missions from Japan	317
Mutual aid, defense. <i>See Mutual Aid Settlement; Mutual Defense Assistance.</i>		Monetary Exchange Rates. <i>See International Monetary Fund, Exchange Rates.</i>	
Military Bases, Philippines	432	Morocco, claims of French nationals, former prisoners of war, settlement, agreement with France	632, 634, 637
Military Facilities and Installations in Ethiopia, utilization by U. S.	749	Multilateral Treaties and Agreements:	
Military Headquarters, International, North Atlantic Treaty, status	870	General Agreement on Tariffs and Trade, declaration regulating commercial relations between certain contracting parties and Japan	219
Employment of U. S. nationals	890	International Labor Organization, certification of able seamen, convention	605
Military Missions. <i>See Missions.</i>		North Atlantic Treaty, implementation—International military headquarters, status	870
Military Payment Orders, settlement of claims of French prisoners of war, France	622	North Atlantic Treaty Organization, national representatives and international staff, status	1087
Military Post Offices, U. S., defense installations in Ethiopia	755	South Pacific Commission, frequency of sessions	639
Military Training, service of German nationals in U. S. armed forces, agreement with Germany	828	Mutual Aid Settlement:	
Mines, U. S. Bureau of, functions in oil shale study, Brazil	341	Australia	650
Mining Industry:		Belgium	647
Employees, officials, nonimmigrant visas, Mexico	177, 187	Mutual Defense Assistance:	
Schedule of fees	190, 191	Germany, purchase of equipment and materials for internal police use	170
Exportation of minerals, Uganda port facilities development, United Kingdom	150	Japan	661
Modernization and mechanization of mining operations, provisions in loan agreement, European Coal and Steel Community	526	Loan of U. S. naval vessels	1014
Royalties from operation of mines, provisions in avoidance of double taxation agreement, Greece	65	Return of equipment, arrangements	708
Missions:		Norway	196
Military—		Status of Military Assistance Advisory Group	619
Brazil, advisory	820	Pakistan	852
Chile, air force	358	Natural Resources:	
		Development, Lebanon	1079, 1083
		Income from operation of mines, quarries, etc., avoidance of double taxation, Greece	65

Page		Page	
Navigation:			
Aerial. <i>See Aircraft; Aviation.</i>		Pacific Area:	
Ships and shipping. <i>See Shipping Provisions; Vessels.</i>		Northern Pacific Ocean and Bering Sea, preservation of halibut fishery, Canada	
Treaty of friendship, commerce and navigation, Israel.	550	5	
Navy, U.S.:		South Pacific Commission, frequency of sessions, multilateral	
Enlistment of Philippine citizens	373	639	
Vessels. <i>See Vessels.</i>		Pakistan:	
Netherlands, technical cooperation, application to Surinam and Antilles	919	Loan for emergency wheat purchase	
Nicaragua, military assistance	453	348	
Nonimmigrant Passports:		Mutual defense assistance	
El Salvador	859	852	
India	193	Panama:	
Japan	364	Colón Free Zone, sump-pump station	
List of countries for whose nationals U.S. visa fees have been reduced .		782	
Mexico	365	Education, cooperative program	
North Atlantic Treaty, Implementation:		336	
International military headquarters, status	174	Technical cooperation, economic development	
Employment of U.S. nationals	870	1035	
North Atlantic Treaty Organization, national representatives and international staff, status	890	Passports:	
North Atlantic Council Deputies, extract from Summary Record of meeting	1087	El Salvador, visa fees	
Services of U.S. nationals	1108	859	
Northern Pacific Ocean and Bering Sea, preservation of halibut fishery, Canada	5	Ethiopia, defense installations, utilization by U. S	
Norway:		755	
Conflicting claims to enemy property .	907	India, visa fees	
Defense agreements—		193	
Facilities assistance program	830	Ireland, provisions in consular officers convention	
Mutual defense assistance	196	982	
Military Assistance Advisory Group, status	619	Israel, provisions in friendship, commerce, and navigation treaty	
Notes, Payment Orders, Etc.:		601	
European Coal and Steel Community, loan agreement	528, 529, 536, 538	Japan	
France, settlement of claims of French prisoners of war	622	List of countries for whose nationals U. S. visa fees have been reduced .	
Offshore Procurement Provisions, defense facilities assistance program, Norway.	832, 835	365	
Oil Shale Study, Brazil	341	Mexico, validity of nonimmigrant visas and schedule of fees.	174
Optional Payment Notes, provisions in European Coal and Steel Community loan agreement	529, 538	Patent Provisions:	
		Avoidance of double taxation—	
		Estates—	
		Australia	96
		Greece	21
		Income, Greece	63
		Conflicting claims to enemy property, Norway	912
		Exchange of information, etc.—	
		Military assistance, Nicaragua	458
		Mutual defense assistance, Pakistan	855
		Technical missions from Japan	318, 320
		Peru, technical cooperation, special technical services	1051
		Philippines:	
		Enlistment of citizens in U. S. Navy	373
		Military bases	432
		Pilotage, Toll, and Towing Charges:	
		Defense installations in Ethiopia, utilization	752
		Return of U. S. naval vessels, Union of Soviet Socialist Republics	1070

INDEX

IX

Page	Page		
Police Equipment and Materials, purchase, mutual defense assistance, Germany	170	Radio—Continued Radar and radio transmitting and receiving equipment, defense installations in Ethiopia, utilization by U. S.	751
Port Facilities in Kenya and Tanganyika, development, loan to United Kingdom	143	Raw Materials: Expansion of facilities for production, provisions in loan agreement, European Coal and Steel Community .	526
Post Offices U. S. Military, defense installations in Ethiopia	755	Exportation, development of port facilities in Kenya and Tanganyika, loan to United Kingdom 144, 150, 153, 155	
Prisoners of War, French, settlement of claims, agreement with France	622	Military assistance, Nicaragua	461
Promissory Notes, provisions in European Coal and Steel Community loan agreement	530, 536, 538	Red Cross Hospital in Korea, agreement with Germany	322
Propellants and Explosives, production in defense facilities assistance program, Norway	830	Relief Supplies and Packages, India	298, 301
Public Health. <i>See</i> Health and Sanitation.		Roads, defense installations in Ethiopia, utilization by U. S.	752, 756
Publicity Provisions:		Rural Development Programs: Dominican Republic, education	1118, 1121
Friendship, commerce and navigation treaty, Israel	567	Lebanon, improvement project	1079, 1083
Military assistance, Nicaragua	457	Saint Lucia and Saint Vincent, Windward Islands, land survey program, technical cooperation, United Kingdom	836
Mutual defense assistance—		Salvage: Maritime or aircraft, claims provision in defense installation agreement, Ethiopia	759
Japan	666	Scrap, mutual defense assistance, arrangements for return of equipment, Japan	710
Pakistan	855	Sanitation. <i>See</i> Health and Sanitation.	
Report of International Pacific Halibut Commission	9	Seamen: Certification, International Labor Organization convention	605
Technical cooperation—		Consular officers' jurisdiction, Ireland	990, 991, 993, 999
Brazil, Joint Commission for Economic Development	116	Passport visas— El Salvador	861, 863
Netherlands, agreement respecting Surinam and Netherlands Antilles	924	Mexico	177, 186
Wheat agreements, emergency—		Schedule of fees	190, 192
Afghanistan, aid	421	Sewage Disposal, sump-pump station, Colón Free Zone, Panama	782
Libya, aid	426	Shipping Provisions: Consular officers convention, Ireland	990
Pakistan, loan for purchase	350, 351	Defense installations in Ethiopia, utilization by U. S.	751, 752
Quarantine Provisions, defense installations in Ethiopia, utilization by U. S.	753	Development of port facilities in Kenya and Tanganyika, loan to United Kingdom	143
Quarries, royalties from operation, provisions in avoidance of double taxation agreement, Greece	65		
Radio:			
Foreign representatives, passport visas—			
El Salvador	860, 862		
Mexico	178, 190, 191		
Instructions as to pilotage and anchorage, return of U. S. naval vessels, Union of Soviet Socialist Republics	1069		

Page		Page
	Shipping Provisions—Continued	
	Mutual defense assistance, arrangements for return of equipment, Japan	710
	Navigation, friendship, and commerce, Israel	550
	Pilotage. <i>See Pilotage, Toll, and Towing Charges.</i>	
	Ships. <i>See Vessels.</i>	
	Soil Conservation Programs:	
	Chile	932
	United Kingdom, British Caribbean area	
	South Pacific Commission, frequency of sessions, multilateral	639
	Soviet Socialist Republics, Union of, lease settlement, return of U. S. naval vessels	1067
	Sump-Pump Station, Colón Free Zone, Panama	782
	Surinam and Netherlands Antilles, technical cooperation, Netherlands . . .	919
	Surplus Commodities, U. S. agricultural, purchase by Japan	717, 723, 807, 808
	Surveys, topographic, geodetic, engineering, etc., defense installations in Ethiopia, utilization by U. S.	754
	Tanganyika:	
	Port facilities development, United Kingdom	143
	Revolving loan fund, United Kingdom .	160
	Tariff. <i>See Customs; General Agreement on Tariffs and Trade.</i>	
	Tax Exemption Provisions:	
	Consular officers, Ireland	971
	Defense installations in Ethiopia, purchases	756, 758
	Friendship, commerce and navigation treaty, Israel	562, 568
	Military assistance—	
	Honduras	848
	Nicaragua	458, 459
	Military bases, Philippines	433
	Mutual defense assistance—	
	Japan	666, 676
	Pakistan	856
	North Atlantic Treaty, implementation—	
	International military headquarters, status	879, 881
	North Atlantic Treaty Organization, national representatives and international staff, status	1092, 1098
	Tax Exemption Provisions—Con.	
	Technical cooperation—	
	Bolivia	520
	Egypt	1031, 1033
	Ethiopia	108
	Lebanon	305
	Netherlands, Surinam and Netherlands Antilles	926, 928
	Panama	1049
	Peru	1061
	United Kingdom, British Caribbean area	839, 841
	Taxation, Double, Avoidance:	
	Estates of deceased persons—	
	Australia	92
	Greece	12
	Income, Greece	47
	Technical Cooperation:	
	Agriculture—	
	Chile—	
	Reforestation and dune stabilization	932
	Water utilization	477, 498
	Iraq, development program	309
	United Kingdom, erosion control and soil conservation, British Caribbean area	836
	Communication and transportation, Jordan program	654
	Economic cooperation. <i>See Economic Cooperation.</i>	
	Economic development—	
	Brazil, termination of Joint Commission	112
	Panama, cooperative program	1035
	Peru, special technical services	1051
	Health and sanitation—	
	Bolivia	200
	Ethiopia	102
	Institute of Inter-American Affairs. <i>See Institute of Inter-American Affairs.</i>	
	Litani River survey, Lebanon	304
	Missions, specialists and technicians—	
	Bolivia	518
	Egypt	1029
	Lebanon	1078
	Surinam and Netherlands Antilles, Netherlands	919
	Technical Missions from Japan	317
	Tourism, cooperative program, Lebanon .	1079

INDEX

XI

Page		Page	
Tourist Provisions in Passport Visa Agreements:		Treaties—Continued	
El Salvador	860, 869	Greece, avoidance of double taxation, conventions—	
Mexico	184, 185	Estates of deceased persons	12
Trade:		Income	47
Agreement with Uruguay, termination .	435	Ireland, consular officers, convention . .	949
Alien representatives, passport visas, El Salvador	861	Israel, friendship, commerce and navigation	550
Consular officer jurisdiction, provisions in convention, Ireland . . .	956	Multilateral—	
Control provisions—		International Labor Organization, certification of able seamen, convention	605
Nicaragua, military assistance . . .	461	North Atlantic Treaty, implementation—	
Pakistan, mutual defense assistance .	857	International military headquarters, status	870
Exchange of information, avoidance of double taxation—		North Atlantic Treaty Organization, national representatives and international staff, status .	1087
Australia, estates	99	Trinidad, erosion control program, technical cooperation, United Kingdom .	836
Greece—		Trust Account, investment, mutual aid settlement, Australia	650
Estates	27, 31	Tube Alloys, atomic energy research and development, collaboration, United Kingdom	1115
Income	75, 79	Tunisia, claims of French nationals, former prisoners of war, settlement, France	632, 634, 637
Friendship, commerce and navigation, treaty, Israel	550	Turkey, port of Istanbul, functions in return of U. S. naval vessels, Union of Soviet Socialist Republics	1069
General Agreement on Tariffs and Trade, declaration regulating commercial relations between certain contracting parties and Japan . .	219	Uganda:	
Schedule for Japan	232	Establishment of revolving loan fund, agreement with United Kingdom .	160
Income, avoidance of double taxation, Greece	57	Raw material exports passing through port of Mombasa	150
Joint U. S.-Canadian Committee on Trade and Economic Affairs, establishment	314	Union of Soviet Socialist Republics, lend lease settlement, return of U. S. naval vessels	1067
Trademark Provisions:		United Kingdom:	
Conflicting claims to enemy property, Norway	912	Collaboration in atomic energy research and development	1114
Estates of deceased persons, avoidance of double taxation—		Loan agreements—	
Australia	96	Port facilities in Kenya and Tanganyika, development	143
Greece	21	Uganda protectorate and Tanganyika, revolving loan fund	160
Transportation and Communication. <i>See</i> Communications and Transportation.		Technical cooperation, erosion control and soil conservation programs, British Caribbean area	836
Treasury, Department of, participation of Secretary in Joint U. S.-Canadian Committee on Trade and Economic Affairs	315	5	
Treaties:			
Australia, avoidance of double taxation on estates of deceased persons, convention	92		
Canada, preservation of halibut fisheries of Northern Pacific Ocean and Bering Sea, convention			

Page		Page
United Nations Operations in Korea,		
German Red Cross hospital, Germany		
United States Armed Forces:		
Reduction in maintenance expenditures, Japan		
Service of German nationals, Germany .		
United States Bureau of Mines, functions,		
oil shale study, Brazil		
United States Departments, Functions of Secretaries:		
Joint U. S. Canadian Committee on Trade and Economic Affairs . . .		
Migrant Labor Agreement of 1951, As Amended, Mexico		
United States Military Post Offices, defense installations in Ethiopia . . .		
United States Navy:		
Enlistment of Philippine citizens . . .		
Vessels. <i>See</i> Vessels.		
Uruguay:		
Foreign service personnel		
Trade agreement, termination		
Validation of German Dollar Bonds, confirmation of effectiveness in Berlin . .		
1		
Vessels:		
Aircraft carrier, loan to France		
Consular officers convention provisions, Ireland—		
Definition, vessels		
Jurisdiction of consular officer—		
Inspection of vessels		
Master and crew		
Wrecked vessels		
Vessels of consulate or staff		
Estates of deceased persons, avoidance of double taxation—		
Australia		
Greece		
954		
995		
990, 991, 993, 999		
996, 998		
964, 971, 976		
96		
21		
Vessels—Continued		
Fishing, halibut, Northern Pacific Ocean and Bering Sea, Canada		
Friendship, commerce and navigation treaty provisions, Israel		
Income from operation, avoidance of double taxation, Greece		
Loan of U. S. naval vessels—		
China		
Japan		
Merchant vessel crew members, American, provisions in passport visa agreement, Mexico		
Return of U. S. naval vessels, lend lease settlement, Union of Soviet Socialist Republics		
Seamen. <i>See</i> Seamen.		
Use of defense installations in Ethiopia		
Visits of naval vessels, Cuba		
Visas. <i>See</i> Passports.		
Water Resources:		
Development programs—		
Ethiopia		
Lebanon		
Utilization in agricultural production, Chile		
Wheat Agreements, Emergency:		
Afghanistan, aid		
Libya, aid		
Pakistan, loan for purchase		
Windward Islands, erosion control and soil conservation, technical cooperation programs, United Kingdom		
Workers, Mexican agricultural, employment in U. S		
Wrecked Vessels, jurisdiction of consular officers, Ireland		
996, 998		

