

United States Treaties and Other International Agreements



VOLUME 1

1950

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

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Preface

United States Treaties and Other International Agreements is compiled and published in accordance with the Act of September 23, 1950, ch. 1001, § 2, 64 Stat. 979, which reads as follows:

"Sec. 2. Title 1, United States Code, is further amended by adding, immediately following section 112 of such title, a new section, to be designated as section 112a, as follows:

'UNITED STATES TREATIES AND OTHER INTERNATIONAL AGREEMENTS: CONTENTS: ADMISSIBILITY IN EVIDENCE.

'§ 112a. The Secretary of State shall cause to be compiled, edited, indexed, and published, beginning as of January 1, 1950, a compilation entitled "United States Treaties and Other International Agreements", which shall contain all treaties to which the United States is a party that have been proclaimed during each calendar year, and all international agreements other than treaties to which the United States is a party that have been signed, proclaimed, or with reference to which any other final formality has been executed, during each calendar year. The said United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States.'"

Prior to the publication of this compilation, treaties and other international agreements were printed in the *United States Statutes at Large*, which were and remain legal evidence of the treaties and other international agreements therein contained (1 U. S. C. § 112). A complete list of the treaties and other international agreements published in the Statutes at Large will be found in 64 Stat., part 3.

Agreements are arranged in *United States Treaties and Other International Agreements* in the numerical order in which they are published by the Department of State in pamphlet form in the Treaties and Other International Acts Series (abbreviated in this compilation as "TIAS"). Some omissions may be noted in this numerical sequence.

The agreements represented by missing Series numbers were formalized and entered into force prior to 1950 and have therefore been printed in the *Statutes at Large*.

It is recommended that users of *United States Treaties and Other International Agreements* consult *United States Treaty Developments*, an authoritative publication of treaty annotations issued by the Department of State, for subsequent developments affecting treaties and other international agreements.

It is suggested that this compilation be cited as "UST". Thus the appropriate abbreviated citation of the first document in this volume would be "1 UST 1".

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BELGIUM

MUTUAL DEFENSE ASSISTANCE

Agreement signed at Washington January 27, 1950; entered into force March 30, 1950.

TIAS 2010
Jan. 27, 1950

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM

The Governments of the United States of America and Belgium; Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

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 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 military assistance by one contracting Government to the other under this Agreement;

Have agreed as follows:

ARTICLE I

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, will make or continue to make available to the

63 Stat., pt. 2, p. 2241.

59 Stat. 1031.

63 Stat. 714.
22 U. S. O. §§ 1571-
1604.

Assistance.

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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions, and termination provisions, of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

Post, p. 10.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article

Use of assistance.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty, and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the North Atlantic Treaty Defense Committee and Council, and agreed to by the two Governments.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

Non-transfer of
equipment, materials,
etc.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials, or services received on a grant basis pursuant to paragraph 1, without the prior consent of the other Government.

ARTICLE II

Raw and semi-
processed materials.

In conformity with the principle of mutual aid, the Government of Belgium 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 as a result of deficiencies or potential deficiencies in its own

resources, and which may be available in Belgium or territories under its sovereignty. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Belgium.

ARTICLE III

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

Information to
public.

2. 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.

Security.

ARTICLE IV

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement of the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty. In such negotiations, consideration shall be given to the inclusion of an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

Patent, etc., claims.

ARTICLE V

1. The Government of Belgium, in conjunction with the Government of Luxembourg, undertakes to make available to the Government of the United States of America Belgian and Luxembourg francs for the use of the latter Government for its administrative expenditures within Belgium and Luxembourg in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such Belgian and Luxembourg francs and to agreeing upon arrangements for the furnishing of such Belgian and Luxembourg francs.

Francs for U. S.
administrative ex-
penditures.
Post, pp. 10, 11.

2. The Government of Belgium will, except as otherwise agreed to, 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.

Exemption from
taxation.
Post, p. 11.

ARTICLE VI

Personnel.
Post, pp. 12, 13.

Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 such country.

ARTICLE VII

Consultation.

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

Review.

2. The terms of this Agreement shall at any time be reviewed at the request of either contracting Government. Such review shall take into account, where appropriate, agreements concluded by either contracting Government in connection with the carrying out of Article 9 of the North Atlantic Treaty.

Amendment.

3. This Agreement may be amended at any time by agreement between the two contracting Governments.

ARTICLE VIII

Entry into force.

1. This Agreement shall come into force when the Government of Belgium has notified the Government of the United States of America of ratification by Belgium.^[1] This Agreement will terminate one year after the receipt of notification by either party of the intention of the other to terminate it.

Post, p. 10.

Registration.

2. The Annexes to this Agreement form an integral part thereof.
3. This Agreement shall be registered with the Secretary General of the United Nations.

^[1] Mar. 30, 1950.

**ACCORD D'AIDE POUR LA DEFENSE MUTUELLE ENTRE
LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement Belge;

Signataires du Traité de l'Atlantique Nord conclu à Washington le 4 avril 1949;

Conscients de l'engagement réciproque qu'ils ont pris, séparément et conjointement avec les autres parties, aux termes de l'Article 3 du Traité, de maintenir et d'accroître leur capacité individuelle et collective de résistance à une attaque armée, par le développement de leurs propres moyens, et en se prêtant mutuellement assistance;

Désireux d'encourager la paix et la sécurité internationales dans le cadre de la Charte des Nations Unies, par des mesures qui accroîtront la capacité des nations fidèles aux buts et aux principes de la Charte de participer efficacement à des accords de défense individuelle et collective à l'appui de ces buts et principes;

Réaffirmant leur résolution de coopérer pleinement aux efforts entrepris pour doter les Nations Unies de forces armées, ainsi que le prévoit la Charte, et pour parvenir à un accord sur une règlementation générale et une réduction des armements moyennant des garanties adéquates contre toute violation;

Reconnaissant que la confiance accrue des peuples libres en leur propre pouvoir de résistance à l'agression favorisera les progrès du relèvement économique;

Prenant en considération la contribution que le Gouvernement des Etats-Unis d'Amérique a apportée à ces principes en promulgant la loi d'Aide pour la Défense Mutuelle de 1949 qui prévoit la fourniture d'assistance militaire aux nations qui sont liées aux Etats-Unis par des accords de sécurité collective;

Désireux d'établir les conditions qui régiront la fourniture d'aide militaire par l'un des Gouvernements contractants, à l'autre Gouvernement, en vertu du présent accord;

Sont convenus de ce qui suit:

ARTICLE I

1. Compte tenu du principe selon lequel le relèvement économique est essentiel à la paix et à la sécurité internationales et doit conserver nettement un caractère prioritaire, chaque Gouvernement mettra ou continuera à mettre à la disposition de l'autre et de tout autre

Gouvernement dont ils pourraient convenir dans chaque cas les équipements, les matériels, les services ou telle autre assistance militaire que le Gouvernement prêtant cette assistance pourrait autoriser aux termes et conditions dont il serait convenu. Toute assistance qui pourrait être autorisée par l'une ou l'autre Partie devra être octroyée en accord avec la Charte des Nations Unies et avec les obligations définies par l'Article 3 du Traité de l'Atlantique Nord. Cette assistance sera conçue de manière à contribuer à la défense intégrée de la région de l'Atlantique Nord et à faciliter la mise en oeuvre des plans de défense établis en vertu de l'Article 9 du Traité de l'Atlantique Nord ou de manière à cadrer avec ces plans approuvés par chaque Gouvernement. L'aide qui pourra être donnée par les Etats-Unis d'Amérique en application de cet accord le sera conformément aux dispositions de la Loi d'Aide pour la Défense Mutuelle de 1949 et sera soumise à tous les termes, à toutes les conditions et à toutes les clauses d'expiration de cette loi, aux amendements et suppléments à cette loi et aux lois budgétaires y afférentes. Les deux Gouvernements négocieront lorsqu'ils le jugeront utile les arrangements de détail nécessaires pour l'application des dispositions du présent paragraphe.

2. Chaque Gouvernement s'engage à mettre effectivement en usage l'aide reçue en application du paragraphe 1 du présent article:

(a) en vue de développer la défense intégrée de la région de l'Atlantique Nord et de faciliter la mise en oeuvre des plans de défense prévus par l'Article 9 du Traité de l'Atlantique Nord, et,

(b) conformément aux plans de défense arrêtés par l'Organisation du Traité de l'Atlantique Nord, recommandés par le Comité de Défense et par le Conseil du Traité de l'Atlantique Nord et approuvés par les deux Gouvernements.

3. Aucun Gouvernement n'utilisera, sans le consentement préalable de l'autre, l'assistance qui lui aura été fournie par ce Gouvernement à des buts autres que ceux pour lesquels elle aura été fournie.

4. Dans l'intérêt de la sécurité commune des deux Gouvernements, chaque Gouvernement s'engage à ne transférer à aucune personne qui n'est pas fonctionnaire ou agent dudit Gouvernement ni à aucun Etat tiers la propriété ou la possession de tous équipements, matériels ou services reçus à titre gratuit conformément au paragraphe 1, sans le consentement préalable de l'autre Gouvernement.

ARTICLE II

Conformément au principe de l'Aide Mutuelle, le Gouvernement Belge convient de faciliter la production et le transfert au Gouvernement des Etats-Unis d'Amérique, pendant la durée, pour les quantités et aux termes et conditions dont il serait convenu, des matières pre-

mières et produits semi-ouvrés dont les Etats-Unis auraient besoin par suite de l'insuffisance effective ou éventuelle de leurs propres ressources et qui pourraient être disponibles en Belgique ou dans les territoires placés sous sa souveraineté. Les arrangements pour ces transferts prendront en due considération les besoins de la consommation intérieure et du commerce d'exportation de la Belgique.

ARTICLE III

1. Chaque Gouvernement prendra, dans la mesure compatible avec la sécurité, des dispositions propres à tenir le public informé du fonctionnement du présent accord.

2. Chaque Gouvernement prendra les mesures de sécurité dont les deux Gouvernements conviendront, dans chaque cas, afin d'éviter de découvrir ou de compromettre le secret du matériel, des services et des renseignements militaires fournis par l'autre Gouvernement conformément au présent accord.

ARTICLE IV

A la demande de l'un d'eux, les deux Gouvernements négocieront des arrangements appropriés précisant leurs responsabilités respectives pour le règlement des redevances et réclamations en matière de brevets ou toute autre matière similaire, résultant de l'utilisation d'inventions, de procédés, de renseignements techniques ou d'autres formes de propriété protégées par la loi, à l'occasion de la fourniture d'équipements, de matériels ou de services, soit conformément au présent traité, soit dans l'intérêt de la production à laquelle s'obligeraient par accord les deux Gouvernements en application des engagements qu'ils ont souscrits dans le Traité de l'Atlantique Nord en vue de développer leurs propres moyens et de se porter mutuellement assistance. Au cours de ces négociations sera considérée la possibilité d'inclure dans ces arrangements un engagement aux termes duquel chaque Gouvernement assumerait la responsabilité du règlement de toutes les demandes de ses nationaux et de toutes celles, du domaine de sa juridiction, que feraient valoir les nationaux de tout Etat non partie au présent accord.

ARTICLE V

1. Le Gouvernement Belge conjointement avec le Gouvernement Luxembourgeois se charge de mettre à la disposition du Gouvernement des Etats-Unis d'Amérique des francs belges et luxembourgeois réservés à l'usage de ce dernier Gouvernement en vue de couvrir les dépenses administratives qui lui seront occasionnées en Belgique et au Luxembourg par l'exécution du présent accord. Les deux Gouvernements entameront immédiatement des conversations en vue de fixer le montant de ces francs belges et luxembourgeois et de se mettre

d'accord sur les modalités selon lesquelles seront fournis les francs belges et luxembourgeois dont il s'agit.

2. Le Gouvernement Belge accordera, à moins qu'il n'en soit convenu autrement, l'entrée en franchise douanière et l'exemption de taxes intérieures à l'importation et à l'exportation, des produits, bien matériels et équipements importés sur son territoire dans le cadre du présent accord ou de tout accord similaire conclu entre les Etats-Unis d'Amérique et tout autre pays bénéficiaire de l'aide militaire.

ARTICLE VI

Chaque Gouvernement accepte de recevoir le personnel envoyé par l'autre Gouvernement pour s'acquitter, sur son territoire, des obligations qui incombent à l'autre Gouvernement aux termes du présent accord; des facilités seront accordées à ce personnel pour observer le progrès de l'assistance fournie conformément au présent accord. Dans leurs relations avec le Gouvernement du pays où ils sont envoyés les membres de ce personnel, nationaux de l'autre pays, y compris le personnel affecté temporairement, exercent leurs fonctions dans le cadre de l'Ambassade, sous la direction et le contrôle du Chef de la mission diplomatique de leur pays.

ARTICLE VII

1. Les deux Gouvernements se consulteront, à la requête de l'un d'eux, sur toute question relative au champ d'application du présent accord, à son exécution, ou aux arrangements qu'ils pourraient coïncider comme suite au présent accord.

2. Les termes du présent accord pourront, à tout moment, être revus à la demande de l'un des Gouvernements contractants.

Une telle révision tiendra compte, là où il sera jugé à propos, des accords qui seraient conclus par l'un des Gouvernements contractants en application de l'Article 9 du Traité de l'Atlantique Nord.

3. Les deux Gouvernements pourront, à tout moment, convenir de modifier le présent accord.

ARTICLE VIII

1. Le présent accord entrera en vigueur au moment où le Gouvernement Belge aura notifié le Gouvernement des Etats-Unis d'Amérique de sa ratification en Belgique. L'accord prendra fin un an après qu'une des Parties aura notifié à l'autre son intention d'y mettre fin.

2. Les annexes au présent accord seront considérées comme faisant intégralement partie.

3. Le présent accord sera enregistré au Secrétariat Général de Nations Unies.

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

En foi de quoi les représentants des deux Gouvernements, dûment autorisés à cet effet, ont signé le présent accord.

Done at Washington, in duplicate, in the English and French languages, both texts authentic, this twenty-seventh day of January, 1950.

Fait à Washington en deux exemplaires en anglais et en français, les deux textes faisant égale-
ment foi, le vingt-sept janvier
1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

DEAN ACHESON

FOR THE GOVERNMENT OF BELGIUM:
POUR LE GOUVERNEMENT BELGE:

SILVERCRUYS

ANNEX A

In the course of discussions on the Mutual Defense Assistance Agreement the following understandings were reached by the representatives of the Governments of the United States of America and Belgium:

Fungible materials.
Ante, p. 2.

1. For the purposes of Article I, paragraphs 2 and 3, fungible materials and minor items of equipment which, for all practical purposes, are fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article I, paragraphs 2 and 3, will be satisfied if each Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.

Finished products.

2. Similarly, in the case of finished products manufactured by either Government with assistance furnished under this Agreement, the requirements of Article I, paragraphs 2 and 3, will be satisfied if the recipient Government devotes to the purposes of Article I, paragraphs 2 and 3, either such finished products or an equivalent quantity of similar and substitutable finished products.

3. Further, in the light of paragraphs 1 and 2 above, neither Government will refuse its consent under Article I, paragraph 4, to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other Government. The two Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.

4. Each Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX B

Deposit of francs.
Ante, p. 3.

In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium in conjunction with the Government of Luxembourg will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Legation at Luxembourg, not to exceed in total 16,750,000 Belgian and Luxembourg francs for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period ending June 30, 1950.

ANNEX C

Provision is made in Article V, paragraph 1, of the Mutual Defense Assistance Agreement as follows:

Ante, p. 3.

"The Government of Belgium, in conjunction with the Government of Luxembourg, undertakes to make available to the Government of the United States of America Belgian and Luxembourg francs for the use of the latter Government for its administrative expenditures within Belgium and Luxembourg in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such Belgian and Luxembourg francs and to agreeing upon arrangements for the furnishing of such Belgian and Luxembourg francs".

In the course of discussions on the Agreement, representatives of the Government of the United States of America stated that in the event that the Government of Belgium shall in the future furnish grant assistance to the Government of the United States of America involving the delivery of materials and equipment to the United States, the Government of the United States of America, if so requested by the Government of Belgium, and subject to legislative authorization, shall provide dollars for the use of the Government of Belgium for its administrative expenditures within the United States in connection with the furnishing of such assistance. The representatives of the Government of the United States of America advised the representatives of the Government of Belgium that dollar expenditures in the United States which may be incurred as a result of the training of Belgian personnel in the United States under this Agreement can be met out of funds made available under the United States Mutual Defense Assistance Act of 1949.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

ANNEX D

Provision is made in Article V, paragraph 2, of the Mutual Defense Assistance Agreement, as follows:

Ante, p. 3.

"The Government of Belgium will, except as otherwise agreed to, 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."

In the course of discussions on the Agreement, representatives of the Government of the United States of America stated that in the event that the Government of Belgium shall in the future furnish grant assistance to the Government of the United States of America, involving the delivery of materials and equipment to the United

States, the Government of the United States of America, if so requested by the Government of Belgium, and subject to legislative authorization, will, except as otherwise agreed to, grant duty-free treatment and exemption from internal taxation upon importation or exportation to such materials and equipment imported into its territory in connection with this Agreement.

ANNEX E

Status of personnel.

In recognition of the fact that personnel who are nationals of one 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 such country, it is understood, in connection with Article VI of the Mutual Defense Assistance Agreement, that the status of such personnel, considered as part of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

Ante, p. 4.

The personnel will be divided by the Government assigning such personnel into three categories:

Categories.

(a) Upon appropriate notification of the other, 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, as recognized by each Government, to certain categories of personnel of the Embassy of the other, such as the immunity from civil and criminal jurisdiction of the host country, 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 the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

(c) The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the three categories above will be kept as low as possible.

The status as described above will be substituted by such status

for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

63 Stat., pt. 2, p. 2241.

ANNEX F

The following provision has been included in the Mutual Defense Assistance Agreement:

Ante, p. 4.

“Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who will be accorded facilities to observe the progress of assistance furnished pursuant to this Agreement.”

In the course of discussions on the Agreement, representatives of the two Governments have stated on behalf of their respective Governments that the facilities to be so accorded shall be reasonable and not unduly burdensome upon the Government according such facilities.

ANNEX G

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto, concluded with a party to the North Atlantic Treaty.

ANNEXE A

Au cours des discussions relatives à l'Accord d'Aide pour la Défense Mutuelle, les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement Belge se sont mis d'accord sur les points suivants:

1. Pour l'application de l'Article I, paragraphes 2 et 3, les matériaux fongibles et les pièces d'équipement peu importantes qui sont fongibles à toutes fins pratiques, seront traités comme tels. En conséquence chaque fois qu'il s'agit de matériaux ou d'équipements fongibles, les exigences de l'Article I, paragraphes 2 et 3, seront satisfaites si chacun des Gouvernements consacre à l'application de cet Article soit le biens mêmes qui ont été fournis, soit une quantité équivalente de biens similaires et substituables.
2. De même, lorsqu'il s'agit de produits finis, fabriqués par l'un des Gouvernements au moyen de l'aide fournie en application du présent accord, il sera satisfait aux exigences de l'Article I, paragraphes 2 et 3, si le Gouvernement bénéficiaire consacre à l'application de l'Article I, paragraphes 2 et 3, soit les produits finis en question, soit une quantité équivalente de produits finis similaires et substituables.
3. En outre, tenant compte des paragraphes 1 et 2 ci-dessus, aucun des Gouvernements ne refusera son accord, en application de l'Article I, paragraphe 4, au transfert d'une pièce importante d'équipement d'origine nationale, simplement parce que pourrait y avoir été incorporée, sous forme d'élément identifiable, une part relativement réduite et peu importante provenant de l'aide fournie en application du présent accord par l'autre Gouvernement. Les deux Gouvernements discuteront immédiatement les arrangements de détail d'une procédure pratique pour marquer leur accord au sujet des types de transfert envisagés au présent paragraphe.
4. Chaque Gouvernement fera néanmoins tous les efforts possibles en vue d'utiliser les biens reçus à titre d'aide aux fins pour lesquelles ceux-ci auront pu être fournis par l'autre Gouvernement.

ANNEXE B

En exécution du paragraphe 1 de l'Article V de l'Accord d'Aide pour la Défense Mutuelle le Gouvernement Belge conjointement avec le Gouvernement Luxembourgeois, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et la Légation des Etats-Unis à Luxembourg, des francs belges et luxembourgeois dont le total ne dépassera pas 16.750.000 francs belges et luxembourgeois pour l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives en Belgique et au Luxembourg, résultant de l'exécution de cet accord pour la période se terminant le 30 juin 1950.

ANNEXE C

Le paragraphe 1 de l'Article V de l'Accord d'Aide pour la Défense Mutuelle prévoit que:

"Le Gouvernement Belge, conjointement avec le Gouvernement Luxembourgeois, se charge de mettre à la disposition du Gouvernement des Etats-Unis d'Amérique des francs belges et luxembourgeois réservés à l'usage de ce dernier Gouvernement en vue de couvrir les dépenses administratives qui lui seront occasionnées en Belgique et au Luxembourg par l'exécution du présent accord. Les deux Gouvernements entameront immédiatement des conversations en vue de fixer le montant de ces francs belges et luxembourgeois et de se mettre d'accord sur les modalités selon lesquelles seront fournis les francs belges et luxembourgeois dont il s'agit".

Au cours des discussions de cet accord, les représentants du Gouvernement des Etats-Unis d'Amérique ont déclaré que dans l'éventualité où le Gouvernement Belge prêterait à l'avenir à titre gratuit au Gouvernement des Etats-Unis d'Amérique une aide qui impliquerait la livraison de matériels et d'équipements aux Etats-Unis, le Gouvernement des Etats-Unis d'Amérique, à la demande du Gouvernement Belge, et sous réserve de l'autorisation législative, mettra à la disposition du Gouvernement Belge des dollars réservés à l'usage de ce dernier Gouvernement en vue de couvrir les dépenses administratives qui lui seront occasionnées aux Etats-Unis en raison de l'aide qui aura été consentie. Les représentants du Gouvernement des Etats-Unis ont fait connaître aux représentants du Gouvernement Belge que les dépenses en dollars aux Etats-Unis, qui résulteraient de l'entraînement de personnel belge aux Etats-Unis en application du présent accord, pourront être couvertes à l'aide de fonds rendus disponibles en application de la loi américaine d'Aide pour la Défense Mutuelle de 1949.

ANNEXE D

Les dispositions de l'Article V, paragraphe 2 de l'Accord d'Aide pour la Défense Mutuelle, prévoient que:

"Le Gouvernement Belge accordera, à moins qu'il n'en soit convenu autrement, l'entrée en franchise douanière et l'exemption des taxes intérieures à l'importation et à l'exportation, des produits, biens, matériels et équipements importés sur son territoire dans le cadre du présent accord ou de tout accord similaire conclu entre les Etats-Unis d'Amérique et tout autre pays bénéficiaire de l'aide militaire."

Au cours des discussions de cet accord, les représentants du Gouvernement des Etats-Unis d'Amérique ont déclaré que, dans l'éventualité où le Gouvernement Belge prêterait à l'avenir, à titre gratuit, au Gouvernement des Etats-Unis une aide qui impliquerait la livraison de matériels et d'équipements aux Etats-Unis, le Gouvernement des Etats-Unis d'Amérique, à la demande du Gouvernement Belge, et sous réserve de l'autorisation législative, accordera, à moins qu'il n'en soit convenu autrement, l'entrée en franchise douanière et l'exemption des taxes intérieures à l'importation ou à l'exportation, des équipements et des matériels importés aux Etats-Unis dans le cadre du présent accord.

ANNEXE E

En reconnaissance du fait que, dans leurs relations avec le Gouvernement du pays où ils sont affectés, les membres du personnel, nationaux de l'autre pays, y compris le personnel affecté temporairement, exerceront leurs fonctions dans le cadre de l'Ambassade sous la direction et le contrôle du Chef de la mission diplomatique de leur pays, il est entendu, en ce qui concerne l'Article VI de l'Accord d'Aide pour la Défense Mutuelle, que le statut de ce personnel, considéré comme faisant partie de la mission diplomatique de l'autre Gouvernement, sera le même que le statut du personnel de rang correspondant de cette mission diplomatique ayant la nationalité de cet autre pays.

Le Gouvernement affectant ce personnel répartira celui-ci en trois catégories:

(a) sur notification appropriée, le statut diplomatique complet sera accordé au Chef de ce personnel et aux trois officiers commandant les bureaux de l'Armée, de la Marine et de l'Armée de l'Air, ainsi qu'à leur adjoint respectif direct.

(b) La seconde catégorie de personnel jouira des priviléges et immunités accordés par la coutume internationale et reconnus par chaque Gouvernement à certaines catégories du personnel de l'Ambassade de l'autre pays, tels que l'immunité de juridiction civile et criminelle, l'immunité de perquisition et de saisie de

documents officiels, le droit de libre sortie, l'exemption de droits de douanes ou de taxes similaires ou des restrictions relatives aux biens personnels importés par ces fonctionnaires pour leur propre usage sous réserve des règlements existant en matière de contrôle des changes et l'exemption des taxes intérieures sur les traitements et salaires de ce personnel. Chaque Gouvernement peut renoncer aux priviléges et faveurs résultant du statut diplomatique tels que plaques d'automobiles spéciales, inscription sur la liste diplomatique et autres courtoisies.

(c) La troisième catégorie de personnel bénéficiera du même statut que le personnel administratif subalterne de la mission diplomatique.

Il est entendu entre les deux Gouvernements que le nombre de personnes figurant dans les trois catégories ci-dessus sera maintenu aussi bas que possible.

Le statut précisé ci-dessus sera remplacé par le statut général des fonctionnaires et agents des pays signataires du Traité de l'Atlantique Nord, lorsqu'un tel statut aura été négocié.

ANNEXE F

La disposition suivante a été insérée dans l'Accord d'Aide pour la Défense Mutuelle.

"Chaque Gouvernement accepte de recevoir le personnel envoyé par l'autre Gouvernement pour s'acquitter, sur son territoire, des obligations qui incombent à l'autre Gouvernement aux termes du présent accord; des facilités seront accordées à ce personnel pour observer le progrès de l'assistance fournie conformément au présent accord".

Au cours de la discussion de cet accord, les représentants des deux Gouvernements ont déclaré, au nom de leurs Gouvernements respectifs, que les facilités qui seront ainsi accordées seront raisonnables et ne constitueront pas un fardeau exagéré pour le Gouvernement appelé à les consentir.

ANNEXE C

Lors de la négociation et de la conclusion du présent accord, il a été entendu que le Gouvernement des Etats-Unis d'Amérique accorderait à l'autre Partie contractante le bénéfice de toute clause figurant dans un accord analogue conclu par le Gouvernement des Etats-Unis d'Amérique avec l'un quelconque des autres Etats signataires du Traité de l'Atlantique Nord.

En conséquence, il est entendu que le Gouvernement des Etats-Unis d'Amérique n'élèvera pas d'objection à ce que soit modifié le présent accord pour le rendre conforme, en tout ou en partie, à tout autre accord analogue conclu avec un Etat signataire du Traité de l'Atlantique Nord ou à tous autres accords amendant ou complétant un tel accord.

DENMARK

MUTUAL DEFENSE ASSISTANCE

Agreement signed at Washington January 27, 1950; entered into force January 27, 1950.

TIAS 2011
Jan. 27, 1950

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND DENMARK

The Governments of the United States of America and Denmark;
Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

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 which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the understandings which will govern the transfer of such assistance;

Have agreed as follows:

ARTICLE I

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, will make or continue to make available to

63 Stat., pt. 2, p. 2241.

59 Stat. 1031.

63 Stat. 714.
22 U.S.C. §§ 1571-
1604.

Assistance.

the other, and to other governments, 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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article

Use of assistance.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the North Atlantic Treaty Defense Committee and Council, and agreed to by the two Governments.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

Non-transfer of
equipment, materials,
etc.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials, or services, received on a grant basis pursuant to paragraph 1, without the prior consent of the other Government.

ARTICLE II

Raw and semi-
processed materials.

In conformity with the principle of mutual aid, the Government of Denmark agrees to 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 Denmark or dependent territories under its administration. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Denmark.

ARTICLE III

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

Information to public.

2. 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.

Security.

ARTICLE IV

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement of the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty. In such negotiations consideration shall be given to the inclusion of an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

Patent, etc., claims.

ARTICLE V

1. The Government of Denmark undertakes to make available to the United States Embassy at Copenhagen Danish Kroner for its administrative expenditures within Denmark in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such Kroner and to agreeing upon arrangements for the furnishing of such Kroner.

Kroner for U. S.
administrative ex-
penditures.
Post, p. 29.

2. The Government of Denmark will, except as otherwise agreed to, 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

Exemption from
taxation.

any similar agreement between the United States of America and any other country receiving military assistance.

ARTICLE VI

Consultation.

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

Personnel.
Post, p. 29.

2. Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 such country.

ARTICLE VII

Entry into force;
termination.

1. This Agreement shall come into force on the date of signature. This Agreement will terminate one year after the receipt of notification by either party of the intention of the other to terminate it.

Amendment.

63 Stat., pt. 2, p. 2244.

2. This Agreement may be amended at any time by agreement between the two Governments. The terms of this Agreement shall be subject to such modification, in the light of agreements concluded in connection with carrying out Article 9 of the North Atlantic Treaty, as may be agreed upon between the two Governments.

Post, p. 29.

3. The Annexes to this Agreement form an integral part thereof.
4. This Agreement shall be registered with the Secretary General of the United Nations.

OVERENSKOMST MELLEM AMERIKAS FORENEDE STATER OG DANMARK
OM GENSIDIG BISTAND PÅ FORSVARETS OMRÅDE

Regeringerne i Amerikas Forenede Stater og Danmark, der er deltagere i den 1 Washington den 4. april 1949 undertegnede nordatlantiske traktat;

er sig bevidst deres genseidige forpligtelser til i henhold til traktatens artikel III hver for sig og i fællesskab med de andre deltagere gennem stadiig og effektiv selvhjælp og genseidig hjælp at opretholde og udvikle deres individuelle og kollektive evne til at imødegå væbnet angreb;

der ønsker inden for rammerne af De Forenede Nationers pågt at fremme international fred og sikkerhed ved højs de nationer, der har bekendt sig til pågangens formål og grundætninger, at styrke evnen til effektivt at deltage i ordninger om individuelt og kollektivt selvforsvar til støtte for disse formål og grundætninger;

der påny bekræfter deres beslutning om at yde deres fulde medvirken til bestrebelsene for som forudsat i pagten at forsyne De Forenede Nationer med nøbene styrker og opnå en overenskomst om en almindelig regulering og nedbringelse af rustninger under tilstrækkelig garanti mod krenkelser;

der erkender, at en større tillid hos frie folk til deres egen evne til at modstå angreb vil fremme den økonomiske genopbygning;

der tager den støtte i betragtning, som regeringen i Amerikas Forenede Stater har ydet disse principper ved gennemførelsen af loven om genseidig forsvarsbistand af 1949, der hjemler ydelse af bistand på det militære område til nationer, som har indgået overenskomster om kollektiv sikkerhed med De Forenede Sta-

ter;

der ønsker at give udtryk for de forudsætninger, som skal gælde for ydelsen af sådan bistand;

er blevet enige om følgende:

ARTIKEL I

1. Under lagtagelse af det princip, at økonomisk genopbygning er af afgørende betydning for international fred og sikkerhed og må have en klar fortrinsstilling, vil hver regering stille til rådighed eller fortætte med at stille til rådighed for den anden regering eller andre regeringer sådan udrustning, materialer, tjenesteydelser eller anden bistand på det militære område, som den bistandsydende regering måtte indvilge i, og under sådanne betingelser og vilkår, som den måtte gå ind på. Enhver bistandsydelse af denne art, hvortil en af deltagerne i nærværende overenskomst måtte give sit samtykke, skal være overensstemmende med De Forenede Nationers pagt og med vedkommende parts forpligtelser i henhold til artikel III i Den nordatlantiske Traktat. Sådan bistand skal tilrettelægges således, at den fremmer et samlet forsvar af det nordatlantiske område og letter gennemførelsen af eller er i overensstemmelse med sådanne forsvarsplaner i henhold til artikel IX i Den nordatlantiske Traktat, som er godkendt af begge regeringer. Sådan bistand, som bliver stillet til rådighed af Amerikas Forenede Stater i medfør af nærværende overenskomst, vil blive ydet i henhold til de bestemmelser og under lagtagelse af alle de betingelser, vilkår og opsigelsesklausuler, som indeholdes i loven om gensidig forsvarsbistand af 1949 såvel som i love indeholdende ændringer deri eller tillæg dertil samt bevillingslove udstedt i overensstemmelse med det. De to regeringer vil fra tid til anden i det omfang, hvori dette måtte være nødvendigt, forhandle om enkeltheder til gennemførelsen af bestemmelserne i dette stykke.

2. Hver regering forpligter sig til at gøre effektiv brug af bistand, der modtages i medfør af denne artikels stykke 1,

a) med det formål at fremme et samlet forsvar af det nordatlantiske område;

de og at lette gennemførelsen af forsvarsplaner i henhold til artikel IX i Den nordatlantiske Traktat og

- b) i overensstemmelse med sådanne forsvarsplaner, som måtte blive udarbejdet af Den nordatlantiske Traktats organisation, anbefalet af Den nordatlantiske Forsvarskomite og Det nordatlantiske Råd samt vedtaget af de to regeringer.

3. Ingen af de to regeringer vil uden forudgående samtykke fra den anden anvende den bistand, der er blevet ydet den af den anden regering, til andre formål end dem, til hvilke den blev ydet.

4. I begge regeringers fælles sikkerhedsinteresse forpligter hver regering sig til ikke uden den anden regerings forudgående samtykke at overdrage adkomst til eller besiddelse af udrustning, materialer eller tjenesteydelser, som er modtaget vederlagsfrit i henhold til stykke 1, til nogen person, som ikke er vedkommende regerings embedsmand eller representant, eller til nogen anden nationalitet.

ARTIKEL II

I overensstemmelse med grundsatningen om gensidig hjælp er den kgl. danske regering indforstået med i et sådant tiderum, i sådanne mængder og på sådanne vilkår og betingelser, hvorom der måtte opnås enighed, at lette produktion og overdragelse til De Forenede Staters regering af råmaterialer eller halvforarbejdede materialer, som De Forenede Stater måtte behøve som følge af deres egne ressourceres utilstrækkelighed eller eventuelle utilstrækkelighed, og som måtte forefindes i Danmark eller dertil hørende områder, der er undergivet dansk administration. Overenskomster om sådanne overdragelser skal tage behørigt hensyn til Danmarks rimelige behov i henseende til hjemmeforbrug og kommersiel udførsel.

ARTIKEL III

Hver regering vil træffe dertil egnede og med sikkerhedshensyn forenelige forholdsregler med henblik på at holde offentligheden underrettet om de foran-

staltninger, der måtte blive truffet i henhold til nærværende overenskomst.

Hver regering vil træffe sådanne sikkerhedsforanstaltninger, hvormed de to regeringer måtte træffe aftale i hvert enkelt tilfælde, for at hindre, at militære artikler, ydelser eller oplysninger af særlig (klassificeret) fortrolig karakter, leveret af den anden regering ifølge nærværende overenskomst, røbes eller prisgives.

ARTIKEL IV

De to regeringer vil, når en af dem forlanger det, forhandle om egnede indbyrdes aftaler om ansvaret for patentkrav eller lignende krav, der udspringer af anvendelsen af opfindelser, fremgangsmåder, tekniske oplysninger eller andre former for lovbeskyttet ejendom i forbindelse med udrustning, materialer, eller tjenesteydelser, som er leveret i henhold til nærværende overenskomst eller er leveret til fremme af en produktion, som er iværksat efter aftale mellem de to regeringer til opfyldelse af de forpligtelser i henseende til selvhjælp og gensidighjælp, der indeholder i Den nordatlantiske Traktat. Under sådanne forhandlinger skal det tages under overvejelse i aftalerne at indsatte en bestemmelse, hvorefter hver regering vil påtage sig ansvaret for alle sådanne krav, der rejses af dens egne statsborgere eller inden for dens jurisdiktion af statsborgere i et hvilket som helst land, der ikke er deltager i nærværende overenskomst.

ARTIKEL V

1. Danmarks regering forpligter sig til at stille kroner til rådighed for De Forenede Staters ambassade i København til dennes kontorholdsudgifter o.l. i Danmark i forbindelse med gennemførelsen af denne overenskomst. De to regeringer vil straks indlede drøftelser med henblik på at fastsætte kronebeløbets størrelse og nå til enighed om en udbetalingsordning.

2. Danmarks regering vil, medmindre andet aftales, indrømme toldfri behandling og fritagelse for indenlandske afgifter af indførsel og udførsel af produkter, ejendom, materialer eller udrustning, der indføres til dansk område i for-

bindelse med nærværende overenskomst eller en lignende overenskomst mellem Amerikas Forenede Stater og et hvilket som helst andet land, der modtager bistand på det militære område.

ARTIKEL VI

1. De to regeringer vil, når en af dem forlanger det, rådføre sig med hinanden angående et hvilket som helst spørgsmål vedrørende anvendelsen af nærværende overenskomst eller vedrørende forholdsregler eller ordninger truffet i henhold til nærværende overenskomst.

2. Hver regering er villig til at modtage funktionærer fra den anden regering, som på førstnævntes område vil varetage de forpligtelser, der påhviler den anden regering i henhold til nærværende overenskomst, og som skal have adgang til at følge den løbende bistandsydelse i henhold til nærværende overenskomst. Sådanne funktionærer, som er statsborgere i det andet land, herunder personer, som gør midlertidig tjeneste, betragtes i forhold til regeringen i det land, hvor de gør tjeneste, som hørende til ambassaden under ledelse og tilsyn af chefen for den diplomatiske representation hos regeringen i vedkommende land.

ARTIKEL VII

1. Nærværende overenskomst træder i kraft den dag, den underskrives. Den skal ophøre et år efter, at en af parterne modtager meddelelse fra den anden part om dennes ønske om at bringe overenskomsten til ophør.

2. Nærværende overenskomst kan ændres på et hvilket som helst tidspunkt ved aftale mellem de to regeringer. Bestemmelserne i nærværende overenskomst skal i det omfang, i hvilket de to regeringer måtte blive enige derom, kunne ændres i overensstemmelse med sådanne overenskomster, der afsluttes i forbindelse med gennemførelsen af artikel IX i Den nordatlantiske Traktat.

3. Bilagene til nærværende overenskomst udgør en integrerende del af denne

4. Nærværende overenskomst skal registreres hos De Forenede Nationers generalsekretær.

In witness whereof the respective
representatives, duly authorized for
the purpose, have signed this Agree-
ment.

Done at Washington, in duplicate,
in the English and Danish language,
both texts authentic, this twenty-
seventh day of January 1950.

Til bekræftelse heraf har de
respektive repræsentanter, der er
bevært befærdigede dertil, un-
derskrevet nærværende overenskomst.

Udfærdiget i Washington den syv-
ogtyvende januar 1950 i to eksempla-
rer på engelsk og dansk, hvilke to
tekster skal have lige gyldighed.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FOR AMERIKAS FØRENDE STATERS REGERING:



FOR THE ROYAL DANISH GOVERNMENT:
FOR DEN KONGELIGE DANSKE REGERING:



ANNEX A

In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement, the Government of Denmark will deposit Danish Kroner at such times as requested in an account designated by the United States Embassy at Copenhagen, not to exceed in total 1,897,500 Kroner for its use on behalf of the Government of the United States for administrative expenditures within Denmark in connection with carrying out that Agreement for the period ending June 30, 1950.

Deposit of Kroner.
Ante, p. 21.

ANNEX B

In recognition of the fact that personnel who are nationals of one 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 such country, it is understood, in connection with Article VI, paragraph 2, of the Mutual Defense Assistance Agreement, that the status of such personnel, considered as part of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

The personnel will be divided by the Government assigning such personnel into 3 categories:

Status of personnel.

Ante, p. 22.

Categories.

(a) Upon appropriate notification of the other, 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, as recognized by each Government, to certain categories of personnel of the Embassy of the other, such as the immunity from civil and criminal jurisdiction of the host country, 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 the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

(c) The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the 3 categories above will be kept as low as possible.

The status as described above will be substituted by such status for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

63 Stat., pt. 2, p. 2241.

ANNEX C

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto, concluded with a party to the North Atlantic Treaty.

BILAG A

Til gennemførelse af artikel V, stykke 1, i overenskomsten om gensidig bistand på forsvarets område skal Danmarks regering, når det måtte ønskes, til brug for de kontorholdsudgifter o.l. i Danmark, som De Forenede Staters ambassadé i København på De Forenede Staters vegne måtte have i forbindelse med gennemførelsen af nævnte overenskomst for tidsrummet indtil 30. juni 1950, indbetalte kroner, dog ikke udeover et beløb af 1.897.500 kroner, på en sådan konto, som ambassaden måtte bestemme.

BILAG B

Da funktionærer, som er statsborgere i det ene land, herunder sådanne, der gør midlertidig tjeneste, i forhold til regeringen i det land, hvori de gør tjeneste, skal betragtes som hørende til ambassaden under ledelse og tilsyn af chefen for vedkommende regerings diplomatiske mission, er der med hensyn til artikel VI, stykke 2, i overenskomsten om gensidig bistand på forsvarrets område enighed om, at de funktionærer, der betragtes som tilhørende den anden regerings diplomatiske repræsentation, skal have den samme status som personer med tilsvarende rang i nævnte diplomatiske repræsentation, når disse er statsborgere i det andet land.

De nævnte personer vil af det land, hvorfra de udsendes, blive inddelt i tre kategorier:

(a) Efter behørig meddelelse fra den anden part vil fuld diplomatisk status blive tilstået den øldste militærrepræsentant og øldste hos ham tjenstgørende officer fra hær, flåde og luftvåben samt disses respektive nærmeste stedfortrædere.

(b) Den anden kategori personer skal nyde de privilegier og immuniteter, der i henhold til international sedvane, således som anerkendt af begge regeringer, tilstår visse kategorier af personale i den anden parts ambassade, såsom immunitet med hensyn til opholdslandets civil- og straf-feretlige jurisdiktion og med hensyn til ransagning og beslaglæggelse af officielle dokumenter, ret til uhindret afrejse, fritagelse for told eller lignende afgifter eller restriktioner med hensyn til personlige ejendele, der er indført i opholdslandet af de pågældende personer til personlig an-

vendelse og forbrug, inden for rammerne af gældende bestemmelser om udenlandsk valuta, samt fritagelse for indenlandsk beskatning i opholdslandet af sådanne personers løn. Begge regeringer kan, forsåvidt angår denne kategori af personer, give afkald på de privilegier og den courtoisie, der er en følge af diplomatisk status, såsom diplomatiske automobilnummerplader, optagelse i "diplomatlisten" og sædvanlig courtoisie.

(c) Den tredje kategori af personer skal have samme status som konstorpersonalet ved vedkommende diplomatiske repræsentation.

Der er enighed mellem de to regeringer om, at antallet af personer inden for de tre ovennævnte kategorier skal holdes så lavt som muligt.

Den status, som de i Den nordatlantiske Traktat deltagende lande måtte blive enige om at tilstå udenlandske embedsmænd og repræsentanter for disse lande, vil i givet fald træde i stedet for den ovenfor omhandlede status.

BILAG C

Da nærværende overenskomst er blevet drøftet og afsluttet under den forudsætning, at De Forenede Staters regering vil lade den anden part få fordel af en hvilkensomhelst bestemmelse i en lignende overenskomst, som De Forenede Staters regering afslutter med en hvilkensomhelst anden i Den nordatlantiske Traktat deltagende stat, er der enighed om, at De Forenede Staters regering ikke vil modsette sig, at nærværende overenskomst ændres således, at den helt eller delvis bliver i overensstemmelse med en hvilkensomhelst tilsvarende overenskomst eller overenskomster, indeholdende ændringer deri eller tillæg dertil, som afsluttes med en i Den nordatlantiske Traktat deltagende stat.

FRANCE

MUTUAL DEFENSE ASSISTANCE

TIAS 2012
Jan. 27, 1950

Agreement signed at Washington January 27, 1950; entered into force January 27, 1950.

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FRANCE

The Governments of the United States of America and the Republic of France;

^{63 Stat., pt.2, p.2241.} Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

^{59 Stat. 1031.} Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

<sup>63 Stat. 714.
22 U. S. C. §§ 1571-
1604.</sup>

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 which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the understandings which will govern the transfer of such assistance;

Have agreed as follows:

ARTICLE I

Assistance.

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, will make or continue to make available to

the other, and to such other 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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, and such other applicable laws as may hereafter come into effect. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article.

Post, p. 43.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area; and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty, and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the North Atlantic Treaty Defense Committee and Council, and agreed to by the two Governments.

Use of assistance.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials, or services, received on a grant basis pursuant to paragraph 1, without the prior consent of the other Government.

Non-transfer of equipment, materials, etc.

Post, p. 43.

ARTICLE II

In conformity with the principle of mutual aid, the Government of the Republic of France 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

Raw and semiprocessed materials.

may be agreed upon, of raw and semiprocessed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in France or dependent territories under its administration. Arrangements for such transfers shall give due regard to requirements for domestic use and commercial export of France.

ARTICLE III

Security.

1. 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.

Information to public.

2. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

ARTICLE IV

Patent, etc., claims.

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement of the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty. In such negotiations consideration shall be given to the inclusion of an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

ARTICLE V

Francs for U. S. administrative expenditures.

Subject to the provision of the necessary appropriations, the Government of the Republic of France undertakes to make available to the Government of the United States of America francs for the use of the latter Government for its administrative expenditures within France in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such francs and to agreeing upon arrangements for the furnishing of such francs.

ARTICLE VI

Consultation.

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

Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 such country.

Personnel.
Post, p. 44.

ARTICLE VII

1. The present 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, provided that, if notification of ratification of this Agreement by the Government of the Republic of France is not received by the Government of the United States of America within forty-five days after the signature of this Agreement, the Agreement will terminate immediately upon the receipt by the Government of the Republic of France of a notice in writing that the Government of the United States of America no longer considers itself bound by the Agreement.

Entry into force;
duration.

2. This Agreement may be amended at any time by agreement between the two Governments. The terms of this Agreement shall be subject to such modification, in the light of agreements concluded in connection with carrying out Article 9 of the North Atlantic Treaty, as may be agreed upon between the two Governments.

Termination.

Amendment.

3. The Annexes to this Agreement form an integral part thereof.

63 Stat., pt. 2, p. 2244.

4. This Agreement shall be registered with the Secretary General of the United Nations.

Post, p. 43.

Registration.

ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA FRANCE RELATIF A L'AIDE POUR LA DEFENSE MUTUELLE.

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République française;

Signataires du Traité de l'Atlantique Nord conclu à Washington le 4 avril 1949;

Conscients de l'engagement réciproque qu'ils ont pris, séparément et conjointement avec les autres Parties aux termes de l'Article 3 du Traité, de maintenir et d'accroître leur capacité individuelle et collective de résistance à une attaque armée, par le développement de leurs propres moyens, et en se prêtant mutuellement assistance;

Désireux d'encourager la paix et la sécurité internationales, dans le cadre de la Charte des Nations Unies, par des mesures qui accroîtront la capacité des nations fidèles aux buts et aux principes de la Charte de participer efficacement à des accords de défense individuelle et collective à l'appui de ces buts et principes;

Réaffirmant leur résolution de coopérer pleinement aux efforts entrepris pour doter les Nations Unies de forces armées, ainsi que le prévoit la Charte, et pour parvenir à un accord sur une réglementation générale et une réduction des armements moyennant des garanties adéquates contre toute violation;

Reconnaissant que la confiance accrue des peuples libres en leur propre pouvoir de résistance à l'agression favorisera les progrès du relèvement économique;

Prenant en considération la contribution que le Gouvernement des Etats-Unis d'Amérique a apportée à ces principes en promulgant la Loi d'Aide pour la Défense Mutuelle de 1949 qui prévoit la fourniture d'assistance militaire aux nations qui sont liées aux Etats-Unis par des accords de sécurité collective;

Désireux d'établir les conditions qui régiront le transfert de cette aide;

Sont convenus de ce qui suit:

ARTICLE I

1 - Compte tenu du principe selon lequel le relèvement économique est essentiel à la paix et à la sécurité internationales et doit conserver nettement un caractère prioritaire, chaque Gouvernement mettra ou continuera à mettre à la disposition de l'autre et de tout autre Gouverne-

ment dont ils pourraient convenir dans chaque cas les équipements, les matériels, les services ou telle autre assistance militaire que le Gouvernement prêtant cette assistance pourrait autoriser aux termes et conditions dont il serait convenu. Toute assistance qui pourrait être autorisée par l'une ou l'autre Partie devra être octroyée en accord avec la Charte des Nations Unies et avec les obligations des Parties définies par l'Article 3 du Traité de l'Atlantique Nord. Cette assistance sera conçue de manière à contribuer à la défense intégrée de la région de l'Atlantique Nord et à faciliter la mise en oeuvre des plans de défense établis en vertu de l'Article 9 du Traité de l'Atlantique Nord ou de manière à cadrer avec ces plans approuvés par chaque Gouvernement. L'aide qui pourra être donnée par les Etats-Unis d'Amérique en application de cet Accord le sera conformément aux dispositions de la Loi d'Aide pour la Défense Mutuelle de 1949 et sera soumise à tous les termes, à toutes les conditions et à toutes les clauses d'expiration de cette loi et de toute autre loi s'y référant qui pourrait entrer en vigueur par la suite. Les deux Gouvernements négocieront lorsqu'ils le jugeront utile les arrangements de détail nécessaires pour l'application des dispositions de ce paragraphe.

2 – Chaque Gouvernement s'engage à mettre effectivement en usage l'aide reçue en application du paragraphe 1 du présent Article :

a) en vue de développer la défense intégrée de la région de l'Atlantique Nord et de faciliter la mise en oeuvre des plans de défense prévus par l'Article 9 du Traité de l'Atlantique Nord, et,

b) conformément aux plans de défense arrêtés par l'Organisation du Traité de l'Atlantique Nord, recommandés par le Comité de Défense et par le Conseil du Traité de l'Atlantique Nord et approuvés par les deux Gouvernements.

3 – Aucun Gouvernement n'utilisera, sans le consentement préalable de l'autre, l'assistance qui lui aura été fournie par ce Gouvernement à des buts autres que ceux pour lesquels elle aura été fournie.

4 – Dans l'intérêt de la sécurité commune des deux Gouvernements, chaque Gouvernement s'engage à ne transférer à aucune personne qui n'est pas fonctionnaire ou agent dudit Gouvernement ni à aucun Etat tiers la propriété ou la possession de toute assistance reçue à titre gratuit conformément au paragraphe 1, sans le consentement préalable de l'autre Gouvernement.

ARTICLE II

Conformément au principe de l'aide mutuelle, le Gouvernement de la République française convient de faciliter la production et le transfert au Gouvernement des Etats-Unis, pendant la durée, pour les quantités et aux termes et conditions dont il serait convenu, des matières premières et produits semiouvrés dont les Etats-Unis auraient

besoin par suite de l'insuffisance effective ou éventuelle de leurs propres ressources et qui pourraient être disponibles en France ou dans les territoires dépendants placés sous son administration. Les arrangements pour ces transferts prendront en due considération les besoins de la consommation intérieure et du commerce d'exportation de la France.

ARTICLE III

1 - Chaque Gouvernement prendra les mesures de sécurité dont les deux Gouvernements conviendront, dans chaque cas, afin d'éviter de découvrir ou de compromettre le secret du matériel, des services et des renseignements militaires, fournis par l'autre Gouvernement conformément au présent Accord.

2 - Chaque Gouvernement prendra, dans la mesure compatible avec la sécurité, les dispositions propres à tenir le public informé du fonctionnement du présent Accord.

ARTICLE IV

A la demande de l'un d'eux, les deux Gouvernements négocieront des arrangements appropriés précisant leurs responsabilités respectives pour le règlement des redevances et réclamations en matière de brevets ou toute autre matière similaire, résultant de l'utilisation d'inventions, de procédés, de renseignements techniques ou d'autres formes de propriété protégées par la loi, à l'occasion de la fourniture d'équipements, de matériels ou de services, soit conformément au présent Traité, soit dans l'intérêt de la production à laquelle s'obligeraient par accord les deux Gouvernements en application des engagements qu'ils ont souscrits dans le Traité de l'Atlantique Nord en vue de développer leurs propres moyens et de se porter mutuellement assistance. Au cours de ces négociations sera considérée la possibilité d'inclure dans ces arrangements un engagement aux termes duquel chaque Gouvernement assumerait la responsabilité du règlement de toutes les demandes de ses nationaux et de toutes celles, du domaine de sa juridiction, que feraient valoir les nationaux de tout Etat non Partie au présent Accord.

ARTICLE V

Sous réserve du vote des crédits nécessaires, le Gouvernement de la République française s'engage à mettre à la disposition du Gouvernement des Etats-Unis d'Amérique des francs qui seront utilisés par ce dernier Gouvernement pour ses dépenses administratives en France résultant de l'exécution de cet Accord. Les deux Gouvernements entreprendront immédiatement des conversations en vue de fixer le montant de ces francs et de préciser les arrangements selon lesquels ils seront fournis.

ARTICLE VI

1 — Les deux Gouvernements se consulteront, à la requête de l'un d'eux, sur toutes questions relatives au champ d'application du présent Accord, à son exécution, ou aux arrangements qu'ils pourraient conclure comme suite au présent Accord.

2 — Chaque Gouvernement accepte de recevoir le personnel envoyé par l'autre Gouvernement pour s'acquitter, sur son territoire, des obligations qui incombent à l'autre Gouvernement aux termes du présent Accord; des facilités seront accordées à ce personnel pour observer le progrès de l'assistance fournie conformément au présent Accord. Dans leurs relations avec le Gouvernement du pays où ils sont envoyés les membres de ce personnel, nationaux de l'autre pays, y compris le personnel affecté temporairement, exerceront leurs fonctions dans le cadre de l'Ambassade, sous la direction et le contrôle du Chef de la mission diplomatique de leur pays.

ARTICLE VII

1 — Le présent Accord entrera en vigueur le jour de sa signature; et restera en application pendant une année après que l'une des Parties aura reçu notification par écrit de l'intention de l'autre d'y mettre fin, étant entendu que si le Gouvernement des Etats-Unis d'Amérique n'a pas reçu notification de la ratification de cet Accord par le Gouvernement de la République française dans les 45 jours qui suivront sa signature, cet Accord prendra fin dès que le Gouvernement de la République française aura été avisé par écrit de la décision du Gouvernement des Etats-Unis d'Amérique de ne plus se considérer comme lié par ses dispositions.

2 — Les deux Gouvernements pourront à tout moment convenir de modifier le présent Accord. Ils s'entendront pour lui apporter telles modifications que rendraient nécessaires les accords qui seraient conclus en application de l'Article 9 du Traité de l'Atlantique Nord.

3 — Les annexes au présent Accord seront considérées comme en faisant intégralement partie.

4 — Le présent Accord sera enregistré au Secrétariat Général de l'Organisation des Nations Unies.

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

En foi de quoi les représentants des deux Gouvernements, dûment autorisés à cet effet, ont signé le présent Accord.

Done at Washington, in duplicate, in the English and French languages, both texts authentic, this twenty-seventh day of January, 1950.

Fait à Washington en deux exemplaires en anglais et en français, les deux textes faisant également foi, le vingt-sept janvier 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

DEAN ACHESON

FOR THE GOVERNMENT OF THE FRENCH REPUBLIC:
POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE:

H BONNET

ANNEX A

In the course of discussions of the Mutual Defense Assistance Agreement, the following understandings were reached by the representatives of the Governments of the United States of America and the Republic of France:

1. For the purposes of Article I, paragraphs 2 and 3, fungible materials and minor items of equipment which, for all practical purposes, are fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article I, paragraphs 2 and 3, will be satisfied if each Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.
Fungible materials.
Ante, p. 35.
2. Similarly, in the case of finished products manufactured by either Government with assistance furnished under this Agreement, the requirements of Article I, paragraphs 2 and 3, will be satisfied if the recipient Government devotes to the purposes of Article I, paragraphs 2 and 3, either such finished products or an equivalent quantity of similar and substitutable finished products.
3. Further, in the light of paragraphs 1 and 2 above, neither Government will refuse its consent under Article I, paragraph 4, to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other Government. The two Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.
Ante, p. 35.
4. Each Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX B

In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement, the Government of the Republic of France will deposit francs at such times as requested in an account designated by the United States Embassy at Paris, not to exceed in total 185,000,000 francs for its use on behalf of the Government of the United States of America for administrative expenditures within France in connection with carrying out that Agreement for the period ending June 30, 1950.

Deposit of francs.

ANNEX C

Exemption from taxation.

The representatives of the Government of the Republic of France have advised the representatives of the Government of the United States of America that the Government of France has decided to authorize in the application of Article 189 of the Customs Code of the Republic of France the importation free of duty and taxes of equipment and materials which may in the future be imported into France under the Mutual Defense Assistance Agreement. This exemption from customs duties and internal taxation upon the importation of such equipment and materials shall relate only to deliveries effected to the Government of France by the Government of the United States of America, of grant aid furnished under the above-mentioned Agreement.

In order to receive the benefits of the above-mentioned exemption such equipment and materials, when delivered, should be accompanied by a special shipping document in a form to be determined by consultation between the appropriate officials of the two parties to the above-mentioned Agreement. This shipping document is to be annexed to the customs declaration and deposited in the Bureau of Importation of the Government of France.

The Government of France will not impose any duties or other internal taxation upon exportation in connection with the above Agreement, of products, property, materials or equipment from France to any other country in the original state or after conversion.

The representatives of the Government of the United States of America have taken note of these statements.

ANNEX D

Status of personnel.

Ante, p. 37.

Categories.

In recognition of the fact that personnel who are nationals of one 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 such country, it is understood, in connection with Article VI, paragraph 2, of the Mutual Defense Assistance Agreement, that the status of such personnel, considered as part of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

The personnel will be divided into 3 categories:

(a) Upon appropriate notification of the other, 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, as recognized by each Government, to certain categories of personnel of the Embassy of the other, such as the immunity from civil and criminal jurisdiction of the host country, 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 the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

(c) The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the 3 categories above will be kept as low as possible.

The status as described above will be substituted by such status for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

63 Stat., pt. 2, p. 2241.

ANNEX E

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto, concluded with a party to the North Atlantic Treaty.

ANNEXE A

Au cours de la négociation de l'Accord relatif à l'aide pour la défense mutuelle, les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République française se sont mis d'accord sur ce qui suit :

1-En ce qui concerne l'application de l'Article I, paragraphes 2 et 3, les matières premières fongibles et les articles d'équipement secondaires qui, pour des considérations d'ordre pratique, peuvent être considérés comme fongibles, seront traités comme tels. En conséquence, pour ce qui est de ces matières premières fongibles ou de l'équipement ayant ce caractère, les prescriptions de l'Article I, paragraphes 2 et 3, seront satisfaites si chaque Gouvernement utilise, pour l'exécution de cet article, soit les articles ainsi fournis soit une quantité équivalente d'articles similaires et substituables.

2-De même, dans le cas de produits finis manufacturés par l'un ou l'autre Gouvernement en utilisant l'assistance donnée conformément au présent Accord, les prescriptions de l'Article I, paragraphes 2 et 3 seront satisfaites si le Gouvernement bénéficiaire utilise, pour l'exécution de cet Article I, paragraphes 2 et 3, soit les produits finis en question soit une quantité équivalente de produits finis similaires et substituables.

3-Dé plus, en considération des paragraphes 1 et 2 ci-dessus, aucun des deux Gouvernements ne refusera son consentement, aux termes de l'Article I, paragraphe 4, au transfert d'un article d'équipement important fabriqué par l'un des deux pays pour la seule raison que pourrait avoir été incorporé dans cet article, en tant que composant identifiable, un autre article d'une importance relativement peu considérable et fourni au titre de l'assistance, conformément à cet Accord, par l'autre Gouvernement. Les deux Gouvernements discuteront immédiatement des arrangements détaillés pour établir une procédure de caractère pratique sur la façon dont l'accord sera donné aux transferts visés par le présent paragraphe.

4-Chaque Gouvernement fera néanmoins tous ses efforts pour utiliser les articles fournis dans le cadre de l'assistance aux fins qui ont amené l'autre Partie à les fournir.

ANNEXE B

En exécution du paragraphe 1 de l'Article V de l'Accord entre les Etats-Unis d'Amérique et la France relatif à l'aide pour la défense mutuelle, le Gouvernement de la République française déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Paris, des francs dont le total ne dépassera pas 185 millions, pour l'usage de cette Ambassade, au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives en France résultant de l'exécution de cet Accord pour la période se terminant le 30 juin 1950.

ANNEXE C

Les représentants du Gouvernement français ont fait savoir aux représentants du Gouvernement des Etats-Unis d'Amérique que le Gouvernement français a décidé d'autoriser, en application de l'Article 189 du Code des Douanes, l'entrée en franchise des droits et taxes des équipements et des matériels qui pourraient à l'avenir être importés en France en application de l'Accord relatif à l'aide pour la défense mutuelle. Cette exonération de droits de douane et de taxes à l'importation sur ces équipements et matériels concerne seulement les livraisons effectuées au Gouvernement français par le Gouvernement des Etats-Unis à titre gratuit dans le cadre de l'Accord susvisé.

Pour bénéficier de cette exonération, ces équipements et matériels devront être accompagnés, au moment de leur livraison, d'un document spécial dont la forme sera déterminée de concert par les autorités compétentes des deux Parties à l'Accord. Ce document devra être annexé à la déclaration de douane déposée au Bureau français d'importations.

Le Gouvernement français n'appliquera aucun droit ni aucune taxe sur l'exportation de matériels ou d'équipements importés dans le cadre du présent Accord et qui seraient exportés en vertu dudit Accord à destination d'un autre pays, soit dans l'état, soit après transformation.

Les représentants du Gouvernement des Etats-Unis d'Amérique ont pris note de ces déclarations.

ANNEXE D

En reconnaissance du fait que, dans leurs relations avec le Gouvernement du pays où ils sont affectés, les membres du personnel, nationaux de l'autre pays, y compris le personnel affecté temporairement, exerceront leurs fonctions dans le cadre de l'Ambassade sous la direction et le contrôle du Chef de la mission diplomatique de leur pays, il est entendu, en ce qui concerne l'Article VI (2) de l'Accord relatif à l'aide pour la défense mutuelle, que le statut de ce personnel, considéré comme faisant partie de la mission diplomatique de l'autre Gouvernement, sera le même que le statut du personnel de rang correspondant de cette mission diplomatique ayant la nationalité de cet autre pays.

Ce personnel sera divisé en trois catégories:

a) Sur notification appropriée, le statut diplomatique complet sera accordé au chef de ce personnel et aux trois officiers commandant les bureaux de l'Armée, de la Marine et de l'Armée de l'Air, ainsi qu'à leur adjoint respectif direct.

b) La seconde catégorie de personnel jouira des priviléges et immunités accordés par la coutume internationale et reconnus par chaque Gouvernement à certaines catégories de personnel de l'Ambassade de l'autre pays, tels que l'immunité de juridiction civile et criminelle, l'immunité de perquisition et de saisie de documents officiels, le droit de libre sortie, l'exemption de droits de douanes ou de taxes similaires ou des restrictions relatives aux biens personnels importés par ces fonctionnaires pour leur propre usage sous réserve des règlements existant en matière de contrôle des changes et l'exemption des taxes intérieures sur les traitements et salaires de ce personnel. Chaque Gouvernement peut renoncer aux priviléges et faveurs résultant du statut diplomatique tels que plaques d'automobiles spéciales, inscription sur la liste diplomatique et autres courtoisies.

c) La troisième catégorie de personnel bénéficiera du même statut que le personnel administratif subalterne de la mission diplomatique.

Il est entendu entre les deux Gouvernements que le nombre de personnes figurant dans les trois catégories ci-dessus sera maintenu aussi bas que possible.

Le statut précisé ci-dessus sera remplacé par le statut général des fonctionnaires et agents des pays signataires du Traité de l'Atlantique Nord, lorsqu'un tel statut aura été négocié par ces pays.

ANNEXE E

Lors de la négociation et de la conclusion du présent Accord, il a été entendu que le Gouvernement des Etats-Unis d'Amérique accorderait à l'autre Partie contractante le bénéfice de toute clause figurant dans un accord analogue conclu par le Gouvernement des Etats-Unis d'Amérique avec l'un quelconque des autres Etats signataires du Traité de l'Atlantique Nord. En conséquence, il est entendu que le Gouvernement des Etats-Unis d'Amérique n'élèvera pas d'objection à ce que le présent Accord soit modifié pour le rendre conforme, en tout ou en partie, à tout autre accord analogue conclu avec un Etat signataire du Traité de l'Atlantique Nord ou à tous autres accords amendant ou complétant un tel accord.

ITALY

MUTUAL DEFENSE ASSISTANCE

TIAS 2013
Jan. 27, 1950

Agreement signed at Washington January 27, 1950; entered into force January 27, 1950.

The Secretary of State to the Italian Ambassador

DEPARTMENT OF STATE

WASHINGTON

January 27, 1950

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments concerning the furnishing of military assistance by the Government of the United States of America to the Government of Italy pursuant to the United States Mutual Defense Assistance Act of 1949, and the receipt of such assistance by the Government of Italy, and to confirm the understandings reached as a result of those conversations as follows:

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

63 Stat., pt. 2, p. 2241.

The Governments of the United States of America and Italy;
Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

59 Stat. 1031.

Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

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 which provides for the

furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the understandings which will govern the transfer of such assistance;

Have agreed as follows:

ARTICLE 1

I. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, will make or continue to make available to the other, and to other governments such equipment, materials, services, or other military assistance as the Government furnishing such assistance may authorize, 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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this article

Assistance.

Post, p. 53.

Use of assistance.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty; and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the Defense Committee and the North Atlantic Treaty Council, and agreed to by the two Governments.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or posses-

Non-transfer of
equipment, materials,
etc.

Post, p. 54.

sion of any equipment, materials, or services, received on a grant basis pursuant to paragraph 1, without the prior consent of the other Government.

ARTICLE II

Information to public.

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

Security.

2. 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 III

Patent, etc., claims.
Post, p. 55.

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement between the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty.

ARTICLE IV

Lire for U. S. administrative expenditures.
Post, p. 55.

1. Subject to the provision of the necessary appropriations, the Government of Italy undertakes to make available to the Government of the United States of America lire for the use of the latter Government for its administrative expenditures within Italy in connection with assistance furnished by the Government of the United States of America to the Government of Italy under this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such lire and to agreeing upon arrangements for the furnishing of such lire.

Exemption from taxation.
Post, p. 56.

2. The Government of Italy will, except as otherwise agreed to, 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.

ARTICLE V

Personnel.
Post, p. 57.

Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other

Government under this Agreement and who 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 such country.

ARTICLE VI

1. This Agreement shall become effective on January 27th, 1950. This Agreement will terminate one year after the receipt of notification by either Government of the intention of the other to terminate it.

Effective date termination.

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

Consultation.

The terms of this Agreement shall at any time be reviewed at the request of either Government. Such review shall take into account, where appropriate, agreements concluded by either Government in connection with the carrying out of Article 9 of the North Atlantic Treaty.

Review.

This Agreement may be amended at any time by agreement between the two Governments.

63 Stat., pt. 2, p. 2244.

Amendment.

3. The Annexes to this Agreement form an integral part thereof.

4. This Agreement shall be registered with the Secretary General of the United Nations.

ANNEX A

In the course of discussions on the exchange of notes under the United States Mutual Defense Assistance Act of 1949, the following understandings were reached by the representatives of the Governments of Italy and the United States of America;

1. For the purposes of Article 1, paragraphs 2 and 3, fungible materials and minor items of equipment which are, for all practical purposes fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article I, paragraphs 2 and 3, will be satisfied if each Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.

Fungible materials.
Ante, p. 61.

2. Similarly, in the case of finished products manufactured by either Government with assistance furnished under this Agreement, the requirements of Article I, paragraphs 2 and 3, will be satisfied if the recipient Government devotes to the purposes of Article I, para-

Finished products.

graphs 2 and 3; either such finished products or an equivalent quantity of similar and substitutable finished products.

Ante, p. 51.

3. Further, in the light of paragraphs 1 and 2 above, neither Government will refuse its consent under Article I, paragraph 4, to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other Government. The two Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.

4. Each Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX B

In connection with the exchange of notes under the United States Mutual Defense Assistance Act of 1949 between the Government of Italy and the Government of the United States of America, and based upon the principle of mutual aid enunciated in the said notes under the United States Mutual Defense Assistance Act, the two Governments agree as follows:

Raw and semiprocessed materials.

62 Stat., pt. 2, p. 2434.

In the event of the cessation of the effectiveness of Article V of the Economic Cooperation Agreement between the Government of Italy and the Government of the United States of America signed on June 28th, 1948 at Rome prior to the cessation of the agreement between the two Governments under the United States Mutual Defense Assistance Act, the Government of Italy will, for so long as the Agreement between the two Governments under the Mutual Defense Assistance Act remains in effect, 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 as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Italy or dependent territories under its administration. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Italy. All applicable annexes to Article V of the Economic Cooperation Agreement shall apply to this Agreement.

ANNEX C

In the course of discussions on the exchange of notes under the United States Mutual Defense Assistance Act of 1949, the representatives of the two Governments have reached the understanding that

the following points will be considered in the negotiations provided for in Article III.

Ante, p. 52.

1. The inclusion of an undertaking whereby each Government would assume the responsibility for all the patent or similar claims of its nationals referred to in Article III of the said exchange of notes and for such claims arising in its jurisdiction of nationals of any country not a party to this Agreement;

2. The terms on which inventions would be communicated to contractors with a view to protecting the commercial rights of inventors;

3. Rights in improvements or other modifications of patented inventions;

4. Arrangements for the protection of secret processes and secret technological information, as distinct from patented and patentable inventions.

5. The system for disclosing the users and the extent of the use of the patents, trade-marks and copyrights referred to in Article III.

ANNEX D

In implementation of paragraph 1 of Article IV of the Agreement between the Governments of the United States of America and Italy signed at Washington, the Government of Italy will deposit lire at such times as requested in an account designated by the United States Embassy at Rome, not to exceed in total 249,600,000 lire for its use on behalf of the Government of the United States of America for administrative expenditures within Italy in connection with carrying out that Agreement for the period ending June 30, 1950.

Deposit.

Ante, p. 52

ANNEX E

Provision is made in Article IV, paragraph 1, of the exchange of notes under the United States Mutual Defense Assistance Act of 1949, as follows:

"Subject to the provision of the necessary appropriations, the Government of Italy undertakes to make available to the Government of the United States of America lire for the use of the latter Government for its administrative expenditures within Italy in connection with assistance furnished by the Government of the United States of America to the Government of Italy under this Agreement."

In the course of discussions on the exchange of notes, representatives of the Government of the United States of America stated that in the event that the Government of Italy shall in the future furnish grant assistance to the Government of the United States of America,

involving the delivery of materials and equipment to the United States, the Government of the United States of America, if so requested by the Government of Italy, and subject to legislative authorization, shall provide dollars for the use of the Government of Italy for its administrative expenditures within the United States in connection with the furnishing of such assistance. The representatives of the Government of the United States of America advised the representatives of the Government of Italy that dollar expenditures in the United States which may be incurred as a result of the training of Italian personnel in the United States under this Agreement can be met out of funds made available under the United States Mutual Defense Assistance Act of 1949.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

Ante, p. 52.

ANNEX F

Provision is made in Article IV, paragraph 2, of the exchange of notes under the United States Mutual Defense Assistance Act of 1949, as follows:

"The Government of Italy will, except as otherwise agreed to, 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."

In the course of discussions on the exchange of notes, representatives of the Government of the United States of America stated that in the event that the Government of Italy shall in the future furnish grant assistance to the Government of the United States of America, involving the delivery of materials and equipment to the United States, the Government of the United States of America, if so requested by the Government of Italy, and subject to legislative authorization, will, except as otherwise agreed to, grant duty-free treatment and exemption from internal taxation upon importation or exportation to such materials and equipment imported into its territory in connection with this Agreement.

ANNEX G

Status of personnel.

In recognition of the fact that personnel who are nationals of one 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 such country; it is understood, in connection with Article V, paragraph 2 of the exchange of notes under the United States Mutual Defense Assistance Act of 1949, that the status of such personnel, considered as part

of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

The personnel will be divided by the Government of the country assigning such personnel, into three categories:

1. Upon appropriate notification of the other, 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.

2. The second category of personnel will enjoy privileges and immunities conferred by international custom, as recognized by each Government, to certain categories of personnel of the Embassy of the other, such as the immunity from civil and criminal jurisdiction of the host country, immunity of official papers from search and seizure, right of free egress, exemption from custom duties or similar taxes or restrictions in respect of personally owned property imported into the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

3. The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the three categories above will be kept as low as possible.

The status as described above will be substituted by such status for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

Categories of personnel.

63 Stat., pt. 2, p. 2241

Ante, p. 52.

Provision is made in Article V of the exchange of notes under the United States Mutual Defense Assistance Act of 1949, as follows:

"Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 such country."

In the course of discussions on said article, representatives of the two Governments, have stated on behalf of their respective Governments that the facilities to be accorded shall be reasonable and not unduly burdensome upon the Government according such facilities.

ANNEX I

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto concluded with a party to the North Atlantic Treaty.

Effective date; duration.

I have the honor to propose that, if these understandings meet with the approval of the Government of Italy, the present note and your note concurring therein will be considered as confirming those understandings, effective on the date of your note and thereafter until one year after the receipt by either Government of a notification in writing of the intention of the other Government to terminate those understandings.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

DEAN ACHESON
*Secretary of State of the
United States of America*

His Excellency

Signor ALBERTO TARCHIANI,
Ambassador of Italy.

*The Italian Ambassador to the Secretary of State*AMBASCIATA D'ITALIA
WASHINGTON, D. C.

SIGNOR SEGRETARIO DI STATO,

Ho l'onore di accusare ricevuta della Nota di Vostra Eccellenza del 27 gennaio 1950, relativa alla fornitura di assistenza militare al Governo italiano, da parte del Governo degli Stati Uniti d'America, del seguente tenore:

I Governi d'Italia e degli Stati Uniti d'America:

Essendo parti del Trattato Nord Atlantico firmato a Washington il 4 aprile 1949;

Consci dei loro reciproci impegni ai sensi dell'articolo 3, separatamente e congiuntamente con gli altri firmatari, intesi al mantenimento e allo sviluppo della loro capacita' individuale e collettiva a resistere ad attacchi armati, mediante un efficace e continuo sforzo singolo ed aiuto reciproco;

Desiderando promuovere la pace e la sicurezza internazionale nel quadro della Carta delle Nazioni Unite mediante provvedimenti atti ad aumentare la capacita' delle Nazioni che si ispirano agli scopi e principi della Carta di partecipare effettivamente all'organizzazione della difesa individuale e collettiva a sostegno di detti scopi e principi;

Riaffermando la loro decisione di dare la loro piena collaborazione all'opera intesa ad assicurare alle Nazioni Unite le forze armate contemplate dalla Carta e a conseguire un accordo per un controllo ed una riduzione universali degli armamenti con adeguate garanzie contro le violazioni;

Riconoscendo che l'aumentata fiducia dei popoli liberi nella loro capacita' di resistere alle aggressioni favorira' la ripresa economica;

Considerando l'apporto dato a tali principi dal Governo degli Stati Uniti d'America emanando "the Mutual Defense Assistance Act" del 1949 in base al quale si provvede a fornire assistenza militare a quelle nazioni che si sono unite ad esso Governo con accordi di sicurezza collettiva;

Desiderando stabilire le intese che regoleranno la concessione di tale assistenza;

Hanno stabilito quanto segue:

ARTICOLO I

1. Ciascun Governo, conformemente al principio che la ricostruzione economica e' essenziale alla pace ed alla sicurezza internazionale e deve avere chiara priorita', metterà o continuera' a mettere a disposizione dell'altro e degli altri Governi, equipaggiamenti, materiali, servizi od altra assistenza militare che il Governo fornitore di tale

assistenza possa autorizzare, in armonia con quelle disposizioni e condizioni sulle quali esso possa concordare. La concessione di quell'assistenza che possa essere autorizzata da ciascuna parte dovrà avvenire in conformità della Carta delle Nazioni Unite e degli obblighi di cui all'art. 3 del Trattato Nord Atlantico. Tale assistenza sarà predisposta in modo da promuovere una difesa integrata dell'area nordatlantica e da facilitare lo sviluppo dei piani di difesa di cui all'art. 9 del Trattato Nord Atlantico, approvati da ciascun Governo, o essere in armonia con essi. L'assistenza che gli Stati Uniti d'America potranno mettere a disposizione in seguito al presente Accordo verrà fornita a norma delle disposizioni e subordinatamente ai termini, alle condizioni ed alle scadenze previste dal "Mutual Defense Assistance Act" del 1949, nonché da quelle altre leggi modificatorie e supplementari della predetta e da quelle per gli stanziamenti relativi. I due Governi negozieranno, di tempo in tempo, gli accordi particolareggiati necessari all'adempimento delle disposizioni del presente paragrafo.

2. Ciascun Governo s'impegna di fare uso effettivo dell'assistenza ricevuta in base al paragrafo I del presente articolo:

- (a) Allo scopo di promuovere una difesa integrata dell'area nordatlantica, ed allo scopo di facilitare lo sviluppo dei piani di difesa di cui all'articolo 9 del Trattato Nord Atlantico, e
- (b) in armonia con i piani di difesa formulati dall'Organizzazione del Trattato Nord Atlantico, raccomandati dal Comitato di Difesa e dal Consiglio del Trattato Nord Atlantico ed accettati dai due Governi.

3. Nessuno dei due Governi, senza il preventivo consenso dell'altro, impiegherà l'assistenza fornитagli dall'altro a scopi diversi da quelli per cui essa venne data.

4. Nel comune interesse della sicurezza di entrambi i Governi, ciascun Governo si impegna a non trasferire, senza il preventivo consenso dell'altro Governo, ad alcuna persona che non sia funzionario od agente di detto Governo ne' a qualsiasi altra nazione il diritto al possesso o il possesso degli equipaggiamenti, materiali o servizi ricevuti in applicazione del paragrafo 1.

ARTICOLO II

1. Ciascun Governo adotterà i provvedimenti appropriati per mantenere il pubblico informato del funzionamento del presente Accordo, compatibilmente con le esigenze della sicurezza.

2. Ciascun Governo adotterà quelle misure di sicurezza che potranno essere concordate caso per caso fra i due Governi allo scopo di impedire la rivelazione di notizie concernenti materiali, servizi o informazioni militari e segreti, forniti dall'altro Governo in base al

presente Accordo e di impedire che detti materiali, servizi o informazioni siano altrimenti compromessi.

ARTICOLO III

I due Governi, a richiesta dell'uno o dell'altro, negozierranno adeguati accordi concernenti le responsabilita' derivanti dall'uso di brevetti o di analoghi diritti basati sull'uso di invenzioni, processi, informazioni tecniche o dall'uso di altre forme di beni protetti dalla legge, concernenti equipaggiamenti, materiali o servizi forniti a norma del presente Accordo o forniti nell'interesse della produzione intrapresa in seguito ad accordi fra i due Governi nell'adempimento degli impegni di auto-assistenza e di aiuto reciproco contenuti nel Trattato Nord Atlantico.

ARTICOLO IV

1. Subordinatamente alle disposizioni relative agli stanziamenti necessari, il Governo d'Italia si impegna a mettere a disposizione del Governo degli Stati Uniti d'America l'ammontare di lire necessario al medesimo per le spese amministrative in Italia relative all'assistenza fornita dal Governo degli Stati Uniti al Governo d'Italia ai sensi del presente Accordo. I due Governi inizieranno subito discussioni allo scopo di determinare l'ammontare di tali lire e ad accordarsi circa le modalita' per la fornitura delle lire medesime.

2. Salvo accordi in contrario, il Governo d'Italia concedera' l'esenzione dai dazi e dalle tasse interne di importazione e di esportazione per i prodotti, beni, materiali o forniture importati nel proprio territorio in relazione al presente Accordo o a qualsiasi altro simile accordo intervenuto tra gli Stati Uniti d'America ed ogni altro paese che riceva assistenza militare.

ARTICOLO V

Ciascun Governo acconsente a ricevere personale dell'altro Governo il quale assolvera' nel suo territorio le responsabilita' dell'altro Governo derivanti dal presente Accordo, e al quale saranno concesse le facilitazioni necessarie per seguire il progresso dell'assistenza fornita ai sensi del presente Atto. I membri di tale personale che siano cittadini dell'altro paese, incluso il personale assegnato temporaneamente, agiranno, nelle loro relazioni con il Governo del paese al quale sono stati assegnati, come membri dell'Ambasciata, sotto la direzione ed il controllo del Capo della Missione Diplomatica dell'altro Governo.

ARTICOLO VI

1. Il presente Accordo entrera' in vigore il 27 gennaio 1950. Il presente Accordo scadra' un anno dopo la data in cui ciascuna parte avra' ricevuto dall'altra la notifica della denuncia.

2. I due Governi, a richiesta dell'uno o dell'altro, si consulteranno nei riguardi di qualsiasi questione relativa all'applicazione del presente Accordo o alle operazioni o disposizioni effettuate ai sensi di esso.

Le disposizioni del presente Accordo saranno rivedute in qualunque momento a richiesta dell'uno o dell'altro Governo. Tale revisione terra' conto, ove opportuno, degli accordi conclusi dall'uno o dall'altro Governo in relazione all'adempimento dell'Articolo 9 del Trattato Nord Atlantico.

Il presente Accordo puo' essere emendato in qualsiasi momento per accordo fra i due Governi.

3. Gli annessi al presente Accordo costituiscono parte integrante di esso.

4. Il presente Accordo sara' registrato presso il Segretario Generale delle Nazioni Unite.

ANNESSO A

Nel corso delle discussioni sullo Scambio di Note relativo all' "United States Mutual Defense Assistance Act" del 1949, vennero raggiunte le seguenti intese tra i rappresentanti dei Governi d'Italia e degli Stati Uniti d'America:

1. Ai fini dell'Articolo 1, paragrafi 2 e 3, i materiali fungibili e gli articoli di equipaggiamento secondari che sono, a tutti gli intenti pratici, fungibili, verranno trattati come tali. Di conseguenza, nel caso di tali materiali ed equipaggiamenti fungibili, le condizioni richieste dall'Articolo 1, paragrafi 2 e 3, saranno soddisfatte qualora ciascun Governo devolva ai fini indicati da tale Articolo i singoli articoli forniti oppure un quantitativo equivalente di articoli simili e sostituibili.

2. Analogamente, nel caso di prodotti finiti manufatturati dall'uno o dall'altro Governo con l'assistenza fornita ai termini del presente Accordo, le condizioni richieste dall'Articolo 1, paragrafi 2 e 3, saranno soddisfatte se il Governo ricevente devolvera' ai fini indicati dall'Articolo 1, paragrafi 2 e 3, tali prodotti finiti o un quantitativo equivalente di prodotti finiti simili e sostituibili.

3. Inoltre, alla luce dei paragrafi 1 e 2 di questo annesso, ne' l'uno ne' l'altro Governo rifiutera' il proprio consenso, ai sensi dell'Articolo 1, paragrafo 4, al trasferimento di un articolo principale di equipaggiamento nazionale per il solo fatto che in esso possa essere stato incorporato come parte componente identificabile un articolo relativamente piccolo e poco importante di assistenza, fornito, a norma del presente Accordo, dall'altro Governo. I due Governi terranno immediatamente discussioni particolareggiate ai fini di adottare una procedura pratica per la concessione del consenso nei riguardi dei tipi di trasferimento indicati in questo paragrafo.

4. Ciascun Governo fara', ciononostante, ogni possibile sforzo per utilizzare gli articoli di assistenza per gli scopi per cui essi sono stati forniti dall'altro Governo.

ANNESSO B

In relazione allo Scambio di Note intervenuto, ai sensi dell' "United States Mutual Defense Assistance Act" del 1949, tra il Governo d'Italia e il Governo degli Stati Uniti d'America e basato sul principio dell'aiuto reciproco enunciato nelle Note medesime, i due Governi stabiliscono quanto segue:

Nella eventualita' della cessazione dell'efficacia dell'Articolo V dell'Accordo di Cooperazione Economica tra il Governo d'Italia e il Governo degli Stati Uniti d'America, firmato il 28 giugno 1948 a Roma, il Governo italiano, anteriormente alla cessazione dell'Accordo fra i due Governi ai sensi dell' "United States Mutual Defense Assistance Act", facilitera', per tutto il tempo che l'Accordo fra i due Governi ai sensi dell' "United States Mutual Defense Assistance Act" rimane in effetto, la produzione e il trasferimento al Governo degli Stati Uniti d'America, per quel periodo di tempo, per quelle quantita' ed a quelle disposizioni e condizioni che verranno concordate, di materie prime e prodotti semi-lavorati richiesti dagli Stati Uniti d'America in conseguenza di scarsita' presenti o future delle proprie risorse, e che possano essere disponibili in Italia o nei territori dipendenti dalla sua amministrazione. Gli accordi per tali trasferimenti terranno conto delle ragionevoli necessita' derivanti dal consumo interno e dalle esportazioni commerciali italiane. Qualsiasi annesso all'Articolo V dell'Accordo di Cooperazione Economica, che sia applicabile, si riferira' al presente Accordo.

ANNESSO C

Nel corso delle discussioni sullo Scambio di Note relativo all' "United States Mutual Defense Assistance Act" del 1949, i rappresentanti dei due Governi hanno concordato che i seguenti punti saranno presi in considerazione nei negoziati previsti dall'Articolo III:

(1) L'inclusione di un impegno per cui ciascun Governo assumerebbe la responsabilita' per tutti i brevetti o simili diritti dei propri nazionali di cui all'Articolo III del detto Scambio di Note e per quei diritti che sorgessero nella propria giurisdizione da parte di nazionali di qualsiasi paese non partecipe del presente Scambio di Note;

(2) Le condizioni in base alle quali le invenzioni verrebbero comunicate agli imprenditori al fine di proteggere i diritti commerciali degli inventori;

(3) I diritti per i miglioramenti o per altre modifiche di invenzioni brevettate;

(4) Le disposizioni per la protezione di processi segreti e di informazioni tecniche segrete, distinti dalle invenzioni brevettate o brevettabili;

(5) Il sistema per la comunicazione degli utenti dei brevetti, de, marchi di fabbrica e dei diritti di autore menzionati nell'Articolo III nonche' per la comunicazione della misura dell'uso di tutti i predetti diritti.

ANNESSO D

In adempimento del paragrafo I dell'Articolo IV dello Scambio di Note relativo all' "United States Mutual Defense Assistance Act" del 1949, intervenuto il 27 gennaio 1949, a Washington, tra l'Italia e gli Stati Uniti d'America, il Governo d'Italia depositera', nei momenti in cui ne verra' richiesto, ed in un conto designato dall'Ambasciata degli Stati Uniti d'America in Roma, un ammontare in lire non superiore in totale a lire 249.600.000, da essere adibito, da parte del Governo degli Stati Uniti d'America, al pagamento di spese amministrative in Italia relative all'esecuzione del presente Accordo per il periodo che si chiude al 30 giugno 1950.

ANNESSO E

Nell'Articolo IV, paragrafo 1, dello Scambio di Note relativo all' "United States Mutual Defense Assistance Act" del 1949, si stabilisce quanto segue:

"Subordinatamente alle disposizioni relative agli stanziamenti necessari, il Governo d'Italia si impegna a mettere a disposizione del Governo degli Stati Uniti d'America l'ammontare di lire necessario al medesimo per le spese amministrative in Italia relative all'assistenza fornita dal Governo degli Stati Uniti d'America al Governo d'Italia ai sensi del presente Accordo. I due Governi inizieranno subito discussioni allo scopo di determinare l'ammontare di tali lire e ad accordarsi circa le modalita' per la fornitura delle lire medesime".

Nel corso delle discussioni sullo Scambio di Note, i rappresentanti del Governo degli Stati Uniti d'America hanno dichiarato che nel caso in cui il Governo d'Italia fornisca in futuro, al Governo degli Stati Uniti d'America, assistenza a titolo gratuito che comporti la consegna di materiali ed equipaggiamenti agli Stati Uniti d'America, il Governo degli Stati Uniti d'America, se richiestone dal Governo d'Italia e subordinatamente all'autorizzazione legislativa, metterà dei dollari a disposizione del Governo d'Italia per le sue spese amministrative entro gli Stati Uniti d'America in relazione alla prestazione di tale assistenza. I rappresentanti del Governo degli Stati Uniti

d'America hanno comunicato al rappresentanti del Governo d'Italia che le spese in dollari negli Stati Uniti d'America che possano essere incontrate in seguito all'addestramento di personale italiano negli Stati Uniti d'America ai termini del presente Accordo possono essere coperte con fondi resi disponibili ai sensi dell' "United States Mutual Defense Assistance Act" del 1949.

ANNESSO F

Nell'Articolo IV, paragrafo 2, dello Scambio di Note relativo all' "United States Mutual Defense Assistance Act" del 1949, si stabilisce quanto segue:

"Salvo accordi in contrario, il Governo d'Italia concedera' l'esenzione dai dazi e dalle tasse interne di importazione e di esportazione per i prodotti, beni, materiali e forniture importati nel proprio territorio in relazione al presente Accordo o a qualsiasi altro simile accordo intervenuto tra gli Stati Uniti d'America ed ogni altro paese che riceva assistenza militare."

Nel corso delle discussioni sullo Scambio di Note, i rappresentanti del Governo degli Stati Uniti d'America hanno dichiarato che qualora il Governo d'Italia abbia in avvenire a fornire assistenza a titolo gratuito al Governo degli Stati Uniti d'America che comporti la consegna di materiali ed equipaggiamenti agli Stati Uniti d'America, il Governo degli Stati Uniti d'America, ove richieste dal Governo d'Italia, e subordinatamente all'autorizzazione legislativa, concedera', salvo quanto venga altrimenti concordato, trattamento di esenzione da dazi e da tasse interne, all'atto della importazione o esportazione, a tali materiali ed equipaggiamenti importati nel suo territorio in relazione al presente Accordo.

ANNESSO G

Riconoscendo il fatto che i membri del personale che sono cittadini dell'altro paese, compreso il personale assegnato provvisoriamente, agiranno, nelle loro relazioni col Governo del paese al quale sono assegnati, quali membri della Ambasciata sotto la direzione ed il controllo del capo della Missione Diplomatica del proprio paese, si conviene che, in relazione all'Articolo V dello Scambio di Note ai sensi dell' "United States Mutual Defense Assistance Act" del 1949, lo statuto di tali persone, considerate membri della Missione Diplomatica dell'altro paese, sara' identico allo statuto del personale di rango corrispondente di detta Missione Diplomatica che abbia la cittadinanza dell'altro paese.

Il personale sara' classificato, da parte del Governo del paese che lo assegna in tre categorie:

(1) In base a regolare notifica dell'altro Governo, sara' concesso pieno status diplomatico al capo di questo personale militare ed agli ufficiali a capo degli uffici dell'Esercito, della Marina e dell'Aviazione, ivi assegnati, nonche' ai rispettivi immediati sostituti.

(2) La seconda categoria del personale godra' dei privilegi e delle immunita' stabiliti dall'uso internazionale, riconosciuto da ciascun Governo, ad alcune categorie di personale dell'Ambasciata dell'altro paese, quali l'immunita' dalla giurisdizione civile e penale del paese che accoglie, l'immunita' da investigazione e confische dei documenti ufficiali, il diritto di libera uscita dal territorio, l'esenzione da dazi doganali o simili tasse o restrizioni relative a proprieta' personali importate nel paese di assegnazione da dette persone per il loro uso e consumo personale indipendentemente dalle leggi valutarie esistenti, l'esenzione da tasse interne sugli stipendi di tale personale. Entrambi i Governi potranno rinunciare per questa categoria di personale a privilegi e cortesie pertinenti alla qualifica diplomatica quali: le targhe diplomatiche per automobili, l'inclusione nella Lista Diplomatica e le cortesie di carattere sociale.

(3) La terza categoria di personale ricevera' lo stesso status del personale d'ufficio della Missione Diplomatica.

Resta convenuto tra i due Governi che il numero del personale delle tre categorie suddette sara' tenuto al minimo possibile.

Lo status sopra indicato sara' sostituito dallo status eventualmente creato dai paesi membri del Trattato Nord Atlantico in favore dei funzionari ed agenti dei paesi medesimi.

ANNESSO H

Nell'Articolo V dello Scambio di Note relativo all' "United States Mutual Defense Assistance Act" del 1949, si stabilisce quanto segue:

"Ciascun Governo acconsente a ricevere personale dell'altro Governo il quale assolvera' nel suo territorio le responsabilita' dell'altro Governo derivanti dal presente Accordo e al quale saranno concesse le facilitazioni necessarie per seguire il progresso dell'assistenza fornita ai sensi del presente atto. I membri di tale personale che siano cittadini dell'altro paese, incluso il personale assegnato temporaneamente, a giranno, nelle loro relazioni con il Governo del paese al quale sono stati assegnati, come membri dell'Ambasciata, sotto la direzione ed il controllo del Capo della Missione Diplomatica dell'altro Governo".

Nel corso delle discussioni su tale articolo, i rappresentanti dei due Governi hanno dichiarato, per conto dei loro rispettivi Governi, che le facilitazioni da accordarsi saranno ragionevoli e non indebitamente gravose per il Governo che le accorda.

ANNESSO I

Poiche' il presente Accordo e' stato negoziato e concluso in base "al fatto che il Governo degli Stati Uniti d'America estendera' all'altra parte i benefici di qualunque disposizione di analogo accordo concluso dal Governo degli Stati Uniti d'America con qualsiasi altro paese partecipante al Trattato Nord Atlantico, rimane inteso che il Governo degli Stati Uniti d'America non sollevera' alcuna obiezione ad emendare il presente Accordo affinche' esso possa essere conforme, in tutto o in parte, a qualsiasi altro accordo simile o ad accordi emendatorii o supplementari di esso, conclusi con un paese membro del Trattato Nord Atlantico.

Ho l'onore di concordare sulla proposta contenuta nella Nota⁷ di Vostra Eccellenza e di informare l'Eccellenza Vostra che le intese ivi indicate incontrano l'approvazione del Governo italiano. Detta Nota, e la presente Nota, vengono pertanto considerate quali conferme delle intese predette, le quali entrano in vigore in data odierna e resteranno in vigore fino allo scadere di un anno dalla data in cui l'uno o l'altro Governo riceva notifica per iscritto dell'intenzione dell'altro Governo di porre termine alle intese medesime.

Accolga, Eccellenza, gli atti della mia piu' alta e distinta considerazione.

WASHINGTON, D.C. 27 Gennaio, 1950.

ALBERTO TARCHIANI

A Sua Eccellenza

DEAN ACHESON

*Segretario di Stato
Washington, D.C.*

Translation

EMBASSY OF ITALY
WASHINGTON, D. C.

MR. SECRETARY OF STATE:

I have the honor to acknowledge the receipt of Your Excellency's note of January 27, 1950, regarding the furnishing of military assistance to the Italian Government by the Government of the United States of America and reading as follows:

[For the entire text of the United States note, as signed, see p. 50 ff.]

I have the honor to concur in the proposal made in Your Excellency's note and to inform you that the understandings set forth therein meet with the approval of the Government of Italy. That note and the present note, accordingly, are considered as confirming those understandings, which become effective on this date and shall remain in force until one year after the receipt by either Government of a notification in writing of the intention of the other Government to terminate those understandings.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

WASHINGTON, D.C. January 27, 1950.

ALBERTO TARCHIANI

His Excellency

DEAN ACHESON

*Secretary of State
Washington, D.C.*

LUXEMBOURG

MUTUAL DEFENSE ASSISTANCE

Agreement signed at Washington January 27, 1950; entered into force March 28, 1950.

TIAS 2014
Jan. 27, 1950

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND LUXEMBOURG

The Governments of the United States of America and Luxembourg;

Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

Desiring to foster international peace and security, within the framework of the Charter 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 guarantees against violation;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

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 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 military assistance by one contracting Government to the other under this Agreement;

Have agreed as follows:

63 Stat. pt. 2, p. 2241.

59 Stat. 1031.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

ARTICLE I**Assistance.**

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, 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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

Post, p. 78.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article

Use of assistance.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty, and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the North Atlantic Treaty Defense Committee and Council, and agreed to by the two Governments.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

Non-transfer of equipment, materials, etc.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials, or services, received on a grant basis pursuant to paragraph 1, without the prior consent of the other Government.

ARTICLE II

In conformity with the principle of mutual aid, the Government of Luxembourg agrees to 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 Luxembourg. Arrangements for such transfers shall give due regard to requirements for domestic use and commercial export of Luxembourg.

Raw and semiprocessed materials.

ARTICLE III

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

Information to public.

2. 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.

Security.

ARTICLE IV

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement of the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty. In such negotiations consideration shall be given to the inclusion of an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

Patent, etc., claims.

ARTICLE V

1. The Government of Luxembourg, in conjunction with the Government of Belgium, undertakes to make available to the Government of the United States of America Luxembourg and Belgian francs for the use of the latter Government for its administrative expenditures within Luxembourg and Belgium in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such

Francs for U. S. administrative expenditures.
Post, p. 70.

Luxembourg and Belgian francs and to agreeing upon arrangements for the furnishing of such Luxembourg and Belgian francs.

*Exemption from
taxation.
Post, p. 80.*

2. The Government of Luxembourg will, except as otherwise agreed to, 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.

ARTICLE VI

*Personnel.
Post, pp. 81, 82.*

Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 Legation under the direction and control of the Chief of the Diplomatic Mission of the Government of such country.

ARTICLE VII

Consultation.

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

Review.

2. The terms of this Agreement shall at any time be reviewed at the request of either Government. Such review shall take into account, where appropriate, agreements concluded by either Government in connection with the carrying out of Article 9 of the North Atlantic Treaty.

63 Stat., pt. 2, p. 2244.

Amendment.

3. This Agreement may be amended at any time by agreement between the two Governments.

ARTICLE VIII

Entry into force.

1. This Agreement shall come into force when the Government of Luxembourg has notified the Government of the United States of America of ratification by Luxembourg.^[1] This Agreement will terminate one year after the receipt of notification by either party of the intention of the other to terminate it.

Termination.

2. The Annexes to this Agreement form an integral part thereof.
3. This Agreement shall be registered with the Secretary General of the United Nations.

Post, p. 78.

Registration.

^[1] Mar. 28, 1950.

**ACCORD D'AIDE POUR LA DEFENSE MUTUELLE ENTRE
LES ETATS-UNIS D'AMERIQUE ET LE GRAND-DUCHE
DE LUXEMBOURG**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement Luxembourgeois;

Signataires du Traité de l'Atlantique-Nord conclu à Washington le 4 avril 1949;

Conscients de l'engagement réciproque qu'ils ont pris, séparément et conjointement avec les autres parties, aux termes de l'Article 3 du Traité, de maintenir et d'accroître leur capacité individuelle et collective de résistance à une attaque armée, par le développement de leurs propres moyens, et en se prêtant mutuellement assistance;

Désireux d'encourager la paix et la sécurité internationales dans le cadre de la Charte des Nations Unies, par des mesures qui accroîtront la capacité des nations fidèles aux buts et aux principes de la Charte de participer efficacement à des accords de défense individuelle et collective à l'appui de ces buts et principes;

Réaffirmant leur résolution de coopérer pleinement aux efforts entrepris pour doter les Nations Unies de forces armées, ainsi que le prévoit la Charte, et pour parvenir à un accord sur une réglementation générale et une réduction des armements moyennant des garanties adéquates contre toute violation;

Reconnaissant que la confiance accrue des peuples libres en leur propre pouvoir de résistance à l'agression favorisera les progrès du relèvement économique;

Prenant en considération la contribution que le Gouvernement des Etats-Unis d'Amérique a apportée à ces principes en promulgant la Loi d'Aide pour la Défense Mutuelle de 1949 qui prévoit la fourniture d'assistance militaire aux nations qui sont liées aux Etats-Unis par des accords de sécurité collective;

Désireux d'établir les conditions qui régiront la fourniture d'aide militaire par l'un des Gouvernements contractants, à l'autre Gouvernement, en vertu du présent accord;

Sont convenus de ce qui suit:

ARTICLE I

1. Compte tenu du principe selon lequel le relèvement économique est essentiel à la paix et à la sécurité internationales et doit conserver nettement un caractère prioritaire, chaque Gouvernement mettra

ou continuera à mettre à la disposition de l'autre et de tout autre gouvernement dont ils pourraient convenir dans chaque cas les équipements, les matériels, les services ou telle autre assistance militaire que le Gouvernement prêtant cette assistance pourrait autoriser aux termes et conditions dont il serait convenu. Toute assistance qui pourrait être autorisée par l'une ou l'autre Partie devra être octroyée en accord avec la Charte des Nations Unies et avec les obligations définies par l'Article 3 du Traité de l'Atlantique-Nord. Cette assistance sera conçue de manière à contribuer à la défense intégrée de la région de l'Atlantique-Nord et à faciliter la mise en oeuvre des plans de défense établis en vertu de l'Article 9 du Traité de l'Atlantique-Nord ou de manière à cadrer avec ces plans approuvés par chaque Gouvernement. L'aide qui pourra être donnée par les Etats-Unis d'Amérique en application de cet accord le sera conformément aux dispositions de la Loi d'Aide pour la Défense Mutuelle de 1949 et sera soumise à tous les termes, à toutes les conditions et à toutes les clauses d'expiration de cette loi, aux amendements et suppléments à cette loi et aux lois budgétaires y afférentes. Les deux Gouvernements négocieront lorsqu'ils le jugeront utile les arrangements de détail nécessaires pour l'application des dispositions du présent paragraphe.

2. Chaque Gouvernement s'engage à mettre effectivement en usage l'aide reçue en application du paragraphe 1 du présent article:

(a) en vue de développer la défense intégrée de la région de l'Atlantique-Nord et de faciliter la mise en oeuvre des plans de défense prévus par l'Article 9 du Traité de l'Atlantique-Nord, et,

(b) conformément aux plans de défense arrêtés par l'Organisation du Traité de l'Atlantique-Nord, recommandés par le Comité de Défense et par le Conseil du Traité de l'Atlantique-Nord et approuvés par les deux Gouvernements.

3. Aucun Gouvernement n'utilisera, sans le consentement préalable de l'autre, l'assistance qui lui aura été fournie par ce Gouvernement à des buts autres que ceux pour lesquels elle aura été fournie.

4. Dans l'intérêt de la sécurité commune des deux Gouvernements, chaque Gouvernement s'engage à ne transférer à aucune personne qui n'est pas fonctionnaire ou agent dudit Gouvernement ni à aucun Etat tiers la propriété ou la possession de tous équipements, matériels ou services reçus à titre gratuit conformément au paragraphe 1, sans le consentement préalable de l'autre Gouvernement.

ARTICLE II

Conformément au principe de l'Aide Mutuelle, le Gouvernement Luxembourgeois convient de faciliter la production et le transfert au Gouvernement des Etats-Unis d'Amérique, pendant la durée, pour

les quantités et aux termes et conditions dont il serait convenu, des matières premières et produits semi-ouvrés dont les Etats-Unis auraient besoin par suite de l'insuffisance effective ou éventuelle de leurs propres ressources et qui pourraient être disponibles au Luxembourg. Les arrangements pour ces transferts prendront en due considération les besoins de la consommation intérieure et du commerce d'exportation du Luxembourg.

ARTICLE III

1. Chaque Gouvernement prendra, dans la mesure compatible avec la sécurité, des dispositions propres à tenir le public informé du fonctionnement du présent accord.

2. Chaque Gouvernement prendra les mesures de sécurité dont les deux Gouvernements conviendront, dans chaque cas, afin d'éviter de découvrir ou de compromettre le secret du matériel, des services et des renseignements militaires fournis par l'autre Gouvernement conformément au présent accord.

ARTICLE IV

A la demande de l'un d'eux, les deux Gouvernements négocieront des arrangements appropriés précisant leurs responsabilités respectives pour le règlement des redevances et réclamations en matière de brevets ou de toute autre matière similaire, résultant de l'utilisation d'inventions, de procédés, de renseignements techniques ou d'autres formes de propriété protégées par la loi, à l'occasion de la fourniture d'équipements, de matériels ou de services, soit conformément au présent traité, soit dans l'intérêt de la production à laquelle s'obligeraient par accord les deux Gouvernements en application des engagements qu'ils ont souscrits dans le Traité de l'Atlantique-Nord en vue de développer leurs propres moyens et de se porter mutuellement assistance. Au cours de ces négociations sera considérée la possibilité d'inclure dans ces arrangements un engagement aux termes duquel chaque Gouvernement assumerait la responsabilité du règlement de toutes les demandes de ses nationaux et de toutes celles, du domaine de sa juridiction, que feraient valoir les nationaux de tout Etat non partie au présent accord.

ARTICLE V

1. Le Gouvernement Luxembourgeois conjointement avec le Gouvernement Belge se charge de mettre à la disposition du Gouvernement des Etats-Unis d'Amérique des francs luxembourgeois et belges réservés à l'usage de ce dernier Gouvernement en vue de couvrir les dépenses administratives qui lui seront occasionnées au Luxembourg et en Belgique par l'exécution du présent accord. Les deux Gouvernements entameront immédiatement des conversations en vue de fixer

le montant de ces francs luxembourgeois et belges et de se mettre d'accord sur les modalités selon lesquelles seront fournis les francs luxembourgeois et belges dont il s'agit.

2. Le Gouvernement Luxembourgeois accordera, à moins qu'il n'en soit convenu autrement, l'entrée en franchise douanière et l'exemption des taxes intérieures à l'importation et à l'exportation, des produits, biens, matériels et équipements importés sur son territoire dans le cadre du présent accord ou de tout accord similaire conclu entre les Etats-Unis d'Amérique et tout autre pays bénéficiaire de l'aide militaire.

ARTICLE VI

Chaque Gouvernement accepte de recevoir le personnel envoyé par l'autre Gouvernement pour s'acquitter, sur son territoire, des obligations qui incombent à l'autre Gouvernement aux termes du présent accord; des facilités seront accordées à ce personnel pour observer le progrès de l'assistance fournie conformément au présent accord. Dans leurs relations avec le Gouvernement du pays où ils sont envoyés, les membres de ce personnel, nationaux de l'autre pays, y compris le personnel affecté temporairement, exercent leurs fonctions dans le cadre de la Légation, sous la direction et le contrôle du Chef de la mission diplomatique de leur pays.

ARTICLE VII

1. Les deux Gouvernements se consulteront, à la requête de l'un d'eux, sur toute question relative au champ d'application du présent accord, à son exécution, ou aux arrangements qu'ils pourraient conclure comme suite au présent accord.

2. Les termes du présent accord pourront, à tout moment, être revus à la demande de l'un des Gouvernements contractants.

Une telle révision tiendra compte, là où il sera jugé à propos, des accords qui seraient conclus par l'un des Gouvernements contractants en application de l'Article 9 du Traité de l'Atlantique-Nord.

3. Les deux Gouvernements pourront, à tout moment, convenir de modifier le présent accord.

ARTICLE VIII

1. Le présent accord entrera en vigueur au moment où le Gouvernement Luxembourgeois aura notifié le Gouvernement des Etats-Unis d'Amérique de sa ratification au Luxembourg. L'accord prendra fin un an après que l'une des Parties aura notifié à l'autre son intention d'y mettre fin.

2. Les annexes au présent accord seront considérées comme en faisant intégralement partie.

3. Le présent accord sera enregistré au Secrétariat Général des Nations Unies.

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

En foi de quoi les représentants des deux Gouvernements, dûment autorisés à cet effet, ont signé le présent accord.

Done at Washington, in duplicate, in the English and French languages, both texts authentic, this twenty-seventh day of January, 1950.

Fait à Washington en deux exemplaires en anglais et en français, les deux textes faisant également foi, le vingt-sept janvier 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

DEAN ACHESON

FOR THE GOVERNMENT OF LUXEMBOURG:
POUR LE GOUVERNEMENT LUXEMBOURGEOIS:

HUGUES LE GALLAIS

ANNEX A

In the course of discussions on the Mutual Defense Assistance Agreement, the following understandings were reached by the representatives of the Governments of the United States of America and Luxembourg:

Fungible materials.
Ante, p. 70.

1. For the purposes of Article I, paragraphs 2 and 3, fungible materials and minor items of equipment which, for all practical purposes, are fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article I, paragraphs 2 and 3, will be satisfied if each Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.

Finished products.

2. Similarly, in the case of finished products manufactured by either Government with assistance furnished under this Agreement, the requirements of Article I, paragraphs 2 and 3, will be satisfied if the recipient Government devotes to the purposes of Article I, paragraphs 2 and 3, either such finished products or an equivalent quantity of similar and substitutable finished products.

3. Further, in the light of paragraphs 1 and 2 above, neither Government will refuse its consent under Article I, paragraph 4, to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other Government. The two Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.

4. Each Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX B

Deposit of francs.

In implementation of paragraph 1 of Article IV of the Mutual Defense Assistance Agreement, the Government of Luxembourg, in conjunction with the Government of Belgium, will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Legation at Luxembourg and the United States Embassy at Brussels, not to exceed in total 16,750,000 Luxembourg and Belgian francs for its use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period ending June 30, 1950.

ANNEX C

Provision is made in Article V, paragraph 1, of the Mutual Defense Assistance Agreement as follows:

Ante, p. 71.

"The Government of Luxembourg, in conjunction with the Government of Belgium, undertakes to make available to the Government of the United States of America Luxembourg and Belgian francs for the use of the latter Government for its administrative expenditures within Luxembourg and Belgium in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such Luxembourg and Belgian francs and to agreeing upon arrangements for the furnishing of such Luxembourg and Belgian francs."

In the course of discussions on the Agreement, representatives of the Government of the United States of America stated that in the event that the Government of Luxembourg shall in the future furnish grant assistance to the Government of the United States of America involving the delivery of materials and equipment to the United States, the Government of the United States of America, if so requested by the Government of Luxembourg, and subject to legislative authorization, shall provide dollars for the use of the Government of Luxembourg for its administrative expenditures within the United States in connection with the furnishing of such assistance. The representatives of the Government of the United States of America advised the representatives of the Government of Luxembourg that dollar expenditures in the United States which may be incurred as a result of the training of Luxembourg personnel in the United States under this Agreement can be met out of funds made available under the United States Mutual Defense Assistance Act of 1949.

63 Stat. 714.
22 U.S. C. §§ 1571-
1604.

ANNEX D

Ante, p. 72. Provision is made in Article V, paragraph 2, of the Mutual Defense Assistance Agreement, as follows:

"The Government of Luxembourg will, except as otherwise agreed to, 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."

In the course of discussions on the Agreement, representatives of the Government of the United States of America stated that in the event that the Government of Luxembourg shall in the future furnish grant assistance to the Government of the United States of America, involving the delivery of materials and equipment to the United States, the Government of the United States of America, is so requested by the Government of Luxembourg, and subject to legislative authorization, will, except as otherwise agreed to, grant duty-free treatment and exemption from internal taxation upon importation or exportation to such materials and equipment imported into its territory in connection with this Agreement.

ANNEX E

In recognition of the fact that personnel who are nationals of one 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 Legation under the direction and control of the Chief of the Diplomatic Mission of the Government of such country, it is understood, in connection with Article VI of the Mutual Defense Assistance Agreement that the status of such personnel, considered as part of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

The personnel will be divided by the Government assigning such personnel into three categories:

(a) Upon appropriate notification of the other, 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.

Status of personnel.

Ante, p. 72.

(b) The second category of personnel will enjoy privileges and immunities conferred by international custom, as recognized by each Government, to certain categories of personnel of the Legation of the other, such as the immunity from civil and criminal jurisdiction of the host country, 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 the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

Categories.

(c) The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the three categories above will be kept as low as possible.

The status as described above will be substituted by such status for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

63 Stat., pt. 2, p. 2241.

ANNEX F

The following provision has been included in the Mutual Defense Assistance Agreement:

Anote, p. 72.

"Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who will be accorded facilities to observe the progress of assistance furnished pursuant to this Agreement."

In the course of discussions on the Agreement, representatives of the two Governments have stated on behalf of their respective Governments that the facilities to be so accorded shall be reasonable and not unduly burdensome upon the Government according such facilities.

ANNEX G

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto, concluded with a party to the North Atlantic Treaty.

63 Stat., pt. 2, p. 2241.

ANNEXE A

Au cours des discussions relatives à l'Accord d'Aide pour la Défense Mutuelle, les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement Luxembourgeois se sont mis d'accord sur les points suivants:

1. Pour l'application de l'Article I, paragraphes 2 et 3, les matériaux fongibles et les pièces d'équipement peu importantes qui sont fongibles à toutes fins pratiques, seront traités comme tels. En conséquence, chaque fois qu'il s'agit de matériaux ou d'équipements fongibles, les exigences de l'Article I, paragraphes 2 et 3, seront satisfaites si chacun des Gouvernements consacre à l'application de cet Article soit les biens mêmes qui ont été fournis, soit une quantité équivalente de biens similaires et substituables.

2. De même, lorsqu'il s'agit de produits finis, fabriqués par l'un des Gouvernements au moyen de l'aide fournie en application du présent accord, il sera satisfait aux exigences de l'Article I, paragraphes 2 et 3, si le Gouvernement bénéficiaire consacre à l'application de l'Article I, paragraphes 2 et 3, soit les produits finis en question, soit une quantité équivalente de produits finis similaires et substituables.

3. En outre, tenant compte des paragraphes 1 et 2 ci-dessus, aucun des Gouvernements ne refusera son accord, en application de l'Article I, paragraphe 4, au transfert d'une pièce importante d'équipement d'origine nationale, simplement parce que pourrait y avoir été incorporée, sous forme d'élément identifiable, une part relativement réduite et peu importante provenant de l'aide fournie en application du présent accord par l'autre Gouvernement.

Les deux Gouvernements discuteront immédiatement les arrangements de détail d'une procédure pratique pour marquer leur accord au sujet des types de transfert envisagés au présent paragraphe.

4. Chaque Gouvernement fera néanmoins tous les efforts possibles en vue d'utiliser les biens reçus à titre d'aide aux fins pour lesquelles ceux-ci auront pu être fournis par l'autre Gouvernement.

ANNEXE B

En exécution du paragraphe 1 de l'Article V de l'Accord d'Aide pour la Défense Mutuelle, le Gouvernement Luxembourgeois conjointement avec le Gouvernement Belge, déposera, lorsqu'il en sera prié, à un compte désigné par la Légation des Etats-Unis à Luxembourg et par l'Ambassade des Etats-Unis à Bruxelles, des francs luxembourgeois et belges dont le total ne dépassera pas 16.750.000 francs luxembourgeois et belges pour l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives au Luxembourg et en Belgique, résultant de l'exécution de cet accord pour la période se terminant le 30 juin 1950.

ANNEXE C

Le paragraphe 1 de l'Article V de l'Accord d'Aide pour la Défense Mutuelle prévoit que:

"Le Gouvernement Luxembourgeois, conjointement avec le Gouvernement Belge, se charge de mettre à la disposition du Gouvernement des Etats-Unis d'Amérique des francs luxembourgeois et belges réservés à l'usage de ce dernier Gouvernement en vue de couvrir les dépenses administratives qui lui seront occasionnées au Luxembourg et en Belgique par l'exécution du présent accord. Les deux Gouvernements entameront immédiatement des conversations en vue de fixer le montant de ces francs luxembourgeois et belges et de se mettre d'accord sur les modalités selon lesquelles seront fournis les francs luxembourgeois et belges dont il s'agit."

Au cours des discussions de cet accord, les représentants du Gouvernement des Etats-Unis d'Amérique ont déclaré que dans l'éventualité où le Gouvernement Luxembourgeois prêterait à l'avenir à titre gratuit au Gouvernement des Etats-Unis d'Amérique une aide qui impliquerait la livraison de matériels et d'équipements aux Etats-Unis, le Gouvernement des Etats-Unis d'Amérique, à la demande du Gouvernement Luxembourgeois, et sous réserve de l'autorisation législative, mettra à la disposition du Gouvernement Luxembourgeois des dollars réservés à l'usage de ce dernier Gouvernement en vue de couvrir les dépenses administratives qui lui seront occasionnées aux Etats-Unis en raison de l'aide qui aura été consentie. Les représentants du Gouvernement des Etats-Unis ont fait connaître aux représentants du Gouvernement Luxembourgeois que les dépenses en dollars aux Etats-Unis, que résulteraient de l'entraînement de personnel luxembourgeois aux Etats-Unis en application du présent accord, pourront être couvertes à l'aide de fonds rendus disponibles en application de la loi américaine d'Aide pour la Défense Mutuelle de 1949.

ANNEXE D

Les dispositions de l'Article V, paragraphe 2 de l'Accord d'Aide pour la Défense Mutuelle, prévoient que:

"Le Gouvernement Luxembourgeois accordera, à moins qu'il n'en soit convenu autrement, l'entrée en franchise douanière et l'exemption des taxes intérieures à l'importation et à l'exportation, des produits, biens, matériels et équipements importés sur son territoire dans le cadre du présent accord ou de tout accord similaire conclu entre les Etats-Unis d'Amérique et tout autre pays bénéficiaire de l'aide militaire."

Au cours des discussions de cet accord, les représentants du Gouvernement des Etats-Unis d'Amérique ont déclaré que, dans l'éventualité où le Gouvernement Luxembourgeois prêterait à l'avenir, à titre gratuit, au Gouvernement des Etats-Unis une aide qui impliquerait la livraison de matériels et d'équipements aux Etats-Unis, le Gouvernement des Etats-Unis d'Amérique, à la demande du Gouvernement Luxembourgeois, et sous réserve de l'autorisation législative, accordera, à moins qu'il n'en soit convenu autrement, l'entrée en franchise douanière et l'exemption des taxes intérieures à l'importation ou à l'exportation, des équipements et des matériels importés aux Etats-Unis dans le cadre du présent accord.

ANNEXE E

En reconnaissance du fait que, dans leurs relations avec le Gouvernement du pays où ils sont affectés, les membres du personnel, nationaux de l'autre pays, y compris le personnel affecté temporairement, exerceront leurs fonctions dans le cadre de la Légation sous la direction et le contrôle du Chef de la mission diplomatique de leur pays, il est entendu, en ce qui concerne l'Article VI de l'Accord d'Aide pour la Défense Mutuelle, que le statut de ce personnel, considéré comme faisant partie de la mission diplomatique de l'autre Gouvernement, sera le même que le statut du personnel de rang correspondant de cette mission diplomatique ayant la nationalité de cet autre pays.

Le Gouvernement affectant ce personnel répartira celui-ci en trois catégories:

(a) Sur notification appropriée, le statut diplomatique complet sera accordé au Chef de ce personnel et aux trois officiers commandant les bureaux de l'Armée, de la Marine et de l'Armée de l'Air, ainsi qu'à leur adjoint respectif direct.

(b) La seconde catégorie de personnel jouira des priviléges et immunités accordés par la coutume internationale et reconnus par chaque Gouvernement à certaines catégories du personnel de la

Légation de l'autre pays, tels que l'immunité de juridiction civile et criminelle, l'immunité de perquisition et de saisie de documents officiels, le droit de libre sortie, l'exemption de droits de douanes ou de taxes similaires ou des restrictions relatives aux biens personnels importés par ces fonctionnaires pour leur propre usage sous réserve des règlements existant en matière de contrôle des changes et l'exemption des taxes intérieures sur les traitements et salaires de ce personnel. Chaque Gouvernement peut renoncer aux priviléges et faveurs résultant du statut diplomatique tels que plaques d'automobiles spéciales, inscription sur la liste diplomatique et autres courtoisies.

(c) La troisième catégorie de personnel bénéficiera du même statut que le personnel administratif subalterne de la mission diplomatique.

Il est entendu entre les deux Gouvernements que le nombre de personnes figurant dans les trois catégories ci-dessus sera maintenu aussi bas que possible.

Le statut précisé ci-dessus sera remplacé par le statut général des fonctionnaires et agents des pays signataires du Traité de l'Atlantique-Nord, lorsqu'un tel statut aura été négocié.

ANNEXE F

La disposition suivante a été insérée dans l'Accord d'Aide pour la Défense Mutuelle:

"Chaque Gouvernement accepte de recevoir le personnel envoyé par l'autre Gouvernement pour s'acquitter, sur son territoire, des obligations qui incombent à l'autre Gouvernement aux termes du présent accord; des facilités seront accordées à ce personnel pour observer le progrès de l'assistance fournie conformément au présent accord."

Au cours de la discussion de cet accord, les représentants des deux Gouvernements ont déclaré, au nom de leurs Gouvernements respectifs, que les facilités qui seront ainsi accordées seront raisonnables et ne constitueront pas un fardeau exagéré pour le Gouvernement appelé à les consentir.

ANNEXE G

Lors de la négociation et de la conclusion du présent accord, il a été entendu que le Gouvernement des Etats-Unis d'Amérique accorderait à l'autre Partie contractante le bénéfice de toute clause figurant dans un accord analogue conclu par le Gouvernement des Etats-Unis d'Amérique avec l'un quelconque des autres Etats signataires du Traité de l'Atlantique-Nord.

En conséquence, il est entendu que le Gouvernement des Etats-Unis d'Amérique n'élèvera pas d'objection à ce que soit modifié le présent accord pour le rendre conforme, en tout ou en partie, à tout autre accord analogue conclu avec un Etat signataire du Traité de l'Atlantique-Nord ou à tous autres accords amendant ou complétant un tel accord.

NETHERLANDS

MUTUAL DEFENSE ASSISTANCE

TIAS 2015
Jan. 27, 1950

Agreement signed at Washington January 27, 1950; entered into force January 27, 1950.

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE NETHER- LANDS

The Governments of the United States of America and the Netherlands;

Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

63 Stat., pt.2, p.2241.
Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

59 Stat. 1031.
Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

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 which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the understandings which will govern the transfer of such assistance;

Have agreed as follows:

ARTICLE I

Assistance.

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be

given clear priority, will make or continue to make available to the other, and to other governments, 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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article

Post, p. 97

Use of assistance.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty, and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the North Atlantic Treaty Defense Committee and Council, and agreed to by the two Governments.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government, or to any other nation, title to or possession of any equipment, materials, or services, furnished on a grant basis, without the prior consent of the Government furnishing such equipment, materials or services.

Non-transfer of equipment, materials, etc.

ARTICLE II

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

*Information to pub-
lic.*

Security.

2. 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 III

Patent, etc., claims.

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement of the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty. In such negotiations consideration shall be given to the inclusion of an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

ARTICLE IV

Guilders for U. S.
administrative expendi-
tures.
Post, p. 98.

1. Subject to the provision of the necessary appropriations, the Government of the Netherlands undertakes to make available to the United States Embassy at the Hague guilders for its administrative expenditures within the Netherlands in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such guilders and to agreeing upon arrangements for the furnishing of such guilders.

Exemption from
taxation.

2. The Government of the Netherlands will, except as otherwise agreed to, grant duty-free treatment and exemption from 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.

ARTICLE V

Consultation.

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

Personnel.
Post, pp. 98, 99.

2. Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 such country.

ARTICLE VI

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, provided that, if notification of ratification of this Agreement by the Government of the Netherlands is not received by the Government of the United States of America within forty-five days after the signature of this Agreement, the Agreement will terminate immediately upon the receipt by the Government of the Netherlands of a notice in writing that the Government of the United States of America no longer considers itself bound by the Agreement.

Entry into force;
duration.

2. The terms of this Agreement shall at any time be reviewed at the request of either Government. Such review shall take into account, where appropriate, agreements concluded by either Government in connection with the carrying out of Article 9 of the North Atlantic Treaty.

Review.

3. This Agreement may be amended at any time by agreement between the two Governments.

63 Stat., pt. 2, p. 2244.

Amendment.

4. The Annexes to this Agreement form an integral part thereof.

Post, p. 97.

5. This Agreement shall be registered with the Secretary General of the United Nations.

**VERDRAG TOT WEDERZIJDSE HULPVERLENING INZAK
VERDEDIGING TUSSEN DE VERENIGDE STATEN VAN
AMERIKA EN NEDERLAND**

De Regeringen van de Verenigde Staten van Amerika en van Nederland;

Partij zijnde bij het Noord-Atlantisch Verdrag, ondertekend te Washington op 4 April 1949;

Bewust van haar wederzijdse beloften, krachtens Artikel 3 gedaan om ieder voor zich en tezamen met de andere Partijen door voortdurend en op doelmatige wijze zichzelf te versterken en elkander hulp te verlenen, haar individueel en collectief vermogen om een gewapende aanval te weerstaan te handhaven en te verhogen;

Wensende de internationale vrede en veiligheid te bevorderen binnen het kader van het Handvest van de Verenigde Naties door middel van maatregelen, welke het vermogen verhogen van volken, die de doeleinden en beginselen van het Handvest zijn toegedaan, om daadwerkelijk deel te nemen aan regelingen voor individuele en collectieve zelfverdediging tot ondersteuning van deze doeleinden en beginselen;

Opnieuw bevestigende haar vastberadenheid om haar volle medewerking te verlenen aan de pogingen, de Verenigde Naties gewapende strijdkrachten te verschaffen als voorzien in het Handvest en overeenstemming te bereiken inzake een algehele regeling en beperking van de bewapeningen onder afdoende waarborg tegen schending;

Erkennende, dat het verhoogde vertrouwen van vrije volken in hun eigen vermogen om agressie te weerstaan het economisch herstel zal bevorderen;

Rekening houdende met de steun, welke de Regering van de Verenigde Staten van Amerika heeft gegeven aan deze beginselen door de "Mutual Defense Assistance Act" van 1949, welke wet voorziet in het verlenen van militaire bijstand aan volken, die zich met haafverbonden hebben in regelingen voor collectieve veiligheid;

Wensende de voorwaarden, waaronder deze hulpverlening zal worden verleend, vast te leggen;

Zijn overeengekomen als volgt:

ARTIKEL I

1. Elke Regering zal, overeenkomstig het beginsel dat het economisch herstel een noodzakelijke voorwaarde is voor internationale vrede en veiligheid en duidelijke voorrang moet hebben, aan de andere, en aan andere Regeringen, uitrusting, grondstoffen, diensten en

andere militaire hulp ter beschikking stellen of blijven stellen, welke de Regering, die deze hulp verleent, kan goedkeuren en volgens nader overeen te komen voorwaarden en bepalingen. Het verlenen van alle hulp, goedgekeurd door een van beide Partijen, moet in overeenstemming zijn met het Handvest van de Verenigde Naties en met de verplichtingen krachtens Artikel 3 van het Noord-Atlantisch Verdrag. Deze hulp moet van die aard zijn, dat zij een geïntegreerde verdediging van het Noord-Atlantisch gebied bevordert en de ontwikkeling vergemakkelijkt van de verdedigingsplannen ingevolge Artikel 9 van het Noord-Atlantisch Verdrag, welke zijn goedgekeurd door elke Regering, of dat zij daarmee in overeenstemming is. De hulp, welke door de Verenigde Staten van Amerika ingevolge dit Verdrag beschikbaar zal worden gesteld, zal worden verleend overeenkomstig de bepalingen en alle voorwaarden en beëindigingsbepalingen van de "Mutual Defense Assistance Act" van 1949, van wetten tot wijziging of aanvulling daarvan en van op deze wet berustende toewijzingswetten. De beide Regeringen zullen van tijd tot tijd onderhandelingen voeren inzake nadere regelingen nodig voor de uitvoering van de bepalingen van dit lid.

2. Elke Regering verbindt zich, een doelmatig gebruik te maken van de hulp, welke zij ingevolge lid 1 van dit Artikel heeft ontvangen

- a. ten einde een geïntegreerde verdediging van het Noord-Atlantisch gebied te bevorderen en de ontwikkeling te vergemakkelijken van de verdedigingsplannen ingevolge Artikel 9 van het Noord-Atlantisch Verdrag, en
- b. overeenkomstig de verdedigingsplannen, opgesteld door de Organisatie van het Noord-Atlantisch Verdrag, welke zijn aanbevolen door de Verdedigingscommissie en de Raad van het Noord-Atlantisch Verdrag en waarover door beide Regeringen overeenstemming is bereikt.

3. Geen van beide Regeringen zal, zonder voorafgaande toestemming van de andere Regering, hulp, welke haar door die andere Regering is verleend, bestemmen voor andere doeleinden dan waarvoor deze werd verleend.

4. In het belang van de gemeenschappelijke veiligheid van beide Regeringen verbindt elke Regering zich, aan geen andere personen dan ambtenaren of vertegenwoordigers van deze Regering noch aan enig ander volk het recht op of bezit van uitrusting, grondstoffen of diensten, welke zijn verleend op een toewijzingsbasis, over te dragen zonder voorafgaande toestemming van de Regering, welke deze uitrusting, grondstoffen of diensten verleent.

ARTIKEL II

1. Elke Regering zal de nodige maatregelen nemen, voor zover verenigbaar met eisen van veiligheid, teneinde het publiek op de hoogte te houden van de werkzaamheden, verricht krachtens dit Verdrag.
2. Elke Regering zal de veiligheidsmaatregelen nemen, waartoe in elk afzonderlijk geval beide Regeringen besluiten, teneinde te voorkomen, dat aan geheime militaire artikelen, diensten of inlichtingen, door de andere Regering ingevolge dit Verdrag verleend, bekendheid wordt gegeven of dat deze in gevaar worden gebracht.

ARTIKEL III

De beide Regeringen zullen, op verzoek van één van haar, onderhandelen over het aangaan van de nodige overeenkomsten inzake de aansprakelijkheid voor eisen, voortvloeiende uit octrooien of soortgelijke rechten, en berustend op het gebruik van uitvindingen, werkwijzen, technische inlichtingen of andere vormen van eigendom, welke door de wet zijn beschermd, verband houdende met uitrusting, grondstoffen of diensten verleend ingevolge dit Verdrag of ten behoeve van de productie, waartoe de beide Regeringen zich hebben verbonden teneinde haar beloften te vervullen van versterking van eigen macht en wederzijdse hulp, neergelegd in het Noord-Atlantisch Verdrag. Bij deze onderhandelingen zal aandacht worden geschonken aan de opnemming van een verplichting, waarbij elke Regering de aansprakelijkheid aanvaardt voor alle eisen op dit gebied van haar onderdanen en de eisen van onderdanen van een land, dat niet Partij is bij dit Verdrag, welke deze binnen haar rechtsgebied kunnen doen gelden.

ARTIKEL IV

1. De Nederlandse Regering verbindt zich, onder voorbehoud van toewijzing van de nodige gelden, guldens ter beschikking te stellen van de Ambassade van de Verenigde Staten te 's-Gravenhage voor administratiekosten in Nederland, verband houdende met de tenuitvoerlegging van dit Verdrag. Beide Regeringen zullen onverwijd besprekingen openen, teneinde het bedrag in guldens vast te stellen en teneinde regelingen te treffen voor het leveren van deze guldens.
2. De Nederlandse Regering zal, tenzij anders wordt overeengekomen, geen rechten of belastingen heffen bij in- of uitvoer van producten, eigendommen, grondstoffen of uitrusting, welke ingevolge dit Verdrag of een ander soortgelijk Verdrag tussen de Verenigde Staten van Amerika en een ander land, dat militaire hulp ontvangt, in haar gebied worden ingevoerd.

ARTIKEL V

1. De beide Regeringen zullen, op verzoek van één van haar, overleg plegen inzake al hetgeen betrekking heeft op de toepassing van dit Verdrag of op werkzaamheden, welke worden verricht, of regelingen, welke worden getroffen ingevolge dit Verdrag.

2. Elke Regering stemt er in toe, personeel van de andere Regering te ontvangen, dat zich binnen haar grondgebied zal kwijten van wat krachtens dit Verdrag tot de verantwoordelijkheid van de andere Regering behoort; aan dit personeel zullen faciliteiten worden verleend ten einde toezicht te kunnen houden op de voortgang van de hulpverlening ingevolge dit Verdrag. De leden van dit personeel, die onderdanen zijn van dat andere land, met inbegrip van tijdelijk benoemd personeel, zullen voor wat betreft hun betrekking tot de Regering van het land, waarvoor zij zijn benoemd, werken als onderdeel van de Ambassade onder leiding en toezicht van het Hoofd van de Diplomatische Missie van de Regering van het betrokken land.

ARTIKEL VI

1. Dit Verdrag zal in werking treden op de dag van ondertekening en zal van kracht blijven tot één jaar na ontvangst door een der Partijen van een schriftelijke kennisgeving van de bedoeling van de andere Partij het te beëindigen, onder voorbehoud dat, indien kennisgeving van bekraftiging van dit Verdrag door de Nederlandse Regering niet binnen 45 dagen na de ondertekening van dit Verdrag door de Regering van de Verenigde Staten van Amerika is ontvangen, dit Verdrag zal zijn beëindigd onmiddellijk na ontvangst door de Nederlandse Regering van een schriftelijke kennisgeving, dat de Regering van de Verenigde Staten van Amerika zich niet langer gebonden acht door het Verdrag.

2. De bepalingen van dit Verdrag zullen te allen tijde op verzoek van één der Regeringen worden herzien. Bij zulk een herziening zal, waar nodig, rekening worden gehouden met overeenkomsten, door een der Regeringen aangegaan in verband met de tenuitvoerlegging van Artikel 9 van het Noord-Atlantisch Verdrag.

3. Dit Verdrag kan te allen tijde, wanneer beide Regeringen aldus overeenkomen, worden gewijzigd.

4. De bijlagen van dit Verdrag vormen een onafscheidelijk deel ervan.

5. Dit Verdrag zal worden geregistreerd bij de Secretaris-Generaal van de Verenigde Naties.

In witness whereof the respective representatives, duly authorized for the purpose, have signed this Agreement.

Done at Washington, in duplicate, in the English and Dutch languages, both texts authentic, this twenty-seventh day of January, 1950.

Ter oorkonde waarvan de wederzijdse vertegenwoordigers, daartoe behoorlijk gemachtigd, dit Verdrag hebben ondertekend.

Gedaan te Washington, in tweedeel, in de Engelse en Nederlandse taal, de teksten waarvan gelijkelijk authentiek zijn, de zeven en twintigste Januari 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
VOOR DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:
VOOR DE REGERING VAN HET KONINKRIJK DER NEDERLANDEN:

E. N. VAN KLEEFFENS

ANNEX A

In the course of discussions of the Mutual Defense Assistance Agreement under the United States Mutual Defense Assistance Act of 1949, the following understandings were reached by the representatives of the Governments of the United States of America and the Netherlands:

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

1. For the purposes of Article I, paragraphs 2 and 3, fungible materials and minor items of equipment which, for all practical purposes, are fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article I, paragraphs 2 and 3, will be satisfied if each Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.

Fungible materials.
Ante, p. 89.

2. Similarly, in the case of finished products manufactured by either Government with assistance furnished under this Agreement, the requirements of Article I, paragraphs 2 and 3, will be satisfied if the recipient Government devotes to the purposes of Article I, paragraphs 2 and 3, either such finished products or an equivalent quantity of similar and substitutable finished products.

3. Further, in the light of paragraphs 1 and 2 above, neither Government will refuse its consent under Article I, paragraph 4, to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other Government. The two Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.

4. Each Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX B

In connection with the Mutual Defense Assistance Agreement and based upon the principle of mutual aid enunciated in that Agreement, the two Governments agree as follows:

In the event of the cessation of the effectiveness of Article V of the Economic Cooperation Agreement between the Government of the United States of America and the Government of the Netherlands signed on July 2, 1948 at The Hague prior to the cessation of the Agreement between the two Governments under the United States Mutual Defense Assistance Act, the Government of the Netherlands will, for so long as the Agreement between the two Governments under the

Raw and semiproc-
essed materials.

62 Stat., pt. 2, p. 2477.

Mutual Defense Assistance Act remains in effect, 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 as a result of deficiencies or potential deficiencies in its own resources and which may be available in the Netherlands. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of the Netherlands.

The Government of the Netherlands intends to consult the Governments of the territories to which the Economic Cooperation Agreement has been or may be extended under Article XII of that Agreement, with a view to securing their consent to the continued extension to those territories of the provisions of paragraphs 1 and 3 of Article V of the Economic Cooperation Agreement, so long as the Mutual Defense Assistance Agreement between the two Governments remains in effect.

ANNEX C

Deposit of guilders.
Ante, p. 90.

In implementation of paragraph 1 of Article IV of the Mutual Defense Assistance Agreement, the Government of the Netherlands will deposit guilders at such times as requested in an account designated by the United States Embassy at The Hague, not to exceed in total 1,055,000 guilders for its use on behalf of the Government of the United States for administrative expenditures within the Netherlands in connection with carrying out that Agreement for the period ending June 30, 1950.

ANNEX D

Ante, p. 90.

Provision is made in Article V, paragraph 2, of the Mutual Defense Assistance Agreement, as follows:

"Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who will be accorded facilities to observe the progress of the assistance furnished pursuant to this Agreement."

In the course of discussions on the Agreement, representatives of the two Governments have stated on behalf of their respective Governments that the facilities to be so accorded shall be reasonable and not unduly burdensome upon the Government according such facilities.

ANNEX E

In recognition of the fact that personnel who are nationals of one 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 such country, it is understood, in connection with Article V, paragraph 2, of the Mutual Defense Assistance Agreement, that the status of such personnel, considered as part of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

The personnel will be divided by the Government assigning such personnel into 3 categories:

(a) Upon appropriate notification of the other, 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, as recognized by each Government, to certain categories of personnel of the Embassy of the other, such as the immunity from civil and criminal jurisdiction of the host country, 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 the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

(c) The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the 3 categories above will be kept as low as possible.

The status as described above will be substituted by such status for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

Status of personnel.

Ante, p. 90.

Categories.

63 Stat., pt. 2, p. 2241.

ANNEX F

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto concluded with a party to the North Atlantic Treaty.

63 Stat., pt.2, p.2241.

BIJLAGE A

Tijdens besprekingen inzake het Verdrag tot Wederzijdse Hulpverlening inzake Verdediging, aangegaan krachtens de "United States Mutual Defense Assistance Act" van 1949, zijn de vertegenwoordigers van de Regeringen van de Verenigde Staten van Amerika en van Nederland het volgende overeengekomen:

1. Ter fine van Artikel I, lid 2 en 3, zullen vervangbare grondstoffen en kleine uitrustingsstukken, welke practisch vervangbaar zijn, als zodanig worden behandeld. Dienovereenkomstig zal, in het geval van zodanige vervangbare grondstoffen of uitrusting, aan de vereisten van Artikel I, lid 2 en 3, voldaan zijn, indien elke Regering hetzij de geleverde zaken, hetzij een gelijke hoeveelheid gelijke en vervangbare zaken bestemt voor de doeleinden, vermeld in dit Artikel.

2. Eveneens zal, in het geval van eindproducten, welke door een der Regeringen zijn vervaardigd met hulp verleend krachtens dit Verdrag, aan de vereisten van Artikel I, lid 2 en 3, zijn voldaan, indien de ontvangende Regering deze eindproducten of een gelijke hoeveelheid gelijke en vervangbare eindproducten bestemt voor de doeleinden, vermeld in Artikel I, lid 2 en 3.

3. Vervolgens zal geen der Regeringen, gezien lid 1 en 2 hierboven, haar toestemming onthouden krachtens Artikel I, lid 4, tot de overdracht van een belangrijk binnenlands uitrustingsstuk om de enkele reden, dat dit wellicht, als een te onderkennen deel ervan, een betrekkelijk klein en onbelangrijk onderdeel bevat, dat krachtens dit Verdrag door de andere Regering als hulp is verleend. De beide Regeringen zullen onverwijd besprekingen voeren ten einde te komen tot een praktische regeling om toestemming te verlenen nopens de soorten van overdracht, bedoeld in dit lid.

4. Elke Regering zal niettemin alle mogelijke pogingen in het werk stellen ten einde zaken, welke zijn afgestaan als hulpverlening, te gebruiken voor de doeleinden, waarvoor zij door de andere Regering zijn geleverd.

BIJLAGE B

In verband met het Verdrag tot Wederzijdse Hulpverlening inzake Verdediging en op grond van het beginsel van wederzijdse hulp, dat in dit Verdrag is nedergelegd, komen beide Regeringen als volgt overeen:

Ingeval Artikel V van de Overeenkomst tot Economische Samenwerking tussen de Regering van de Verenigde Staten van Amerika en de Nederlandse Regering, ondertekend op 2 Juli 1948 te 's-Gravenhage, ophoudt van kracht te zijn alvorens het Verdrag, gesloten tussen beide Regeringen krachtens de "United States Mutual Defense Assistance Act", ophoudt van kracht te zijn, zal de Nederlandse Regering, zolang het Verdrag krachtens de "Mutual Defense Assistance Act" tussen de beide Regeringen van kracht blijft, de productie en overdracht aan de Regering van de Verenigde Staten van Amerika vergemakkelijken, voor de tijd, in de hoeveelheden en onder de voorwaarden en bepalingen als worden overeengekomen, van grondstoffen en halffabrikaten, benodigt voor de Verenigde Staten ten gevolge van tekorten of mogelijke tekorten van hun eigen hulpbronnen en welke in Nederland vorhanden zijn. Bij regelingen voor deze overdrachten zal volle aandacht worden besteed aan redelijke eisen van binnengrondstoffen gebruik en commerciële uitvoer van Nederland.

De Nederlandse Regering is voornemens overleg te plegen met de Regeringen van gebiedsdelen, tot welke de Overeenkomst tot Economische Samenwerking is uitgestrekt of kan worden uitgestrekt krachtens Artikel XII van deze Overeenkomst, ten einde haar toestemming te verkrijgen inzake het voortduren van de uitstrekking tot deze gebiedsdelen van de bepalingen van de leden 1 en 3 van Artikel V van de Overeenkomst tot Economische Samenwerking, zolang het Verdrag tot Wederzijdse Hulpverlening inzake Verdediging van kracht blijft tussen de beide Regeringen.

BIJLAGE C

Ter uitvoering van lid 1 van Artikel IV van het Verdrag tot Wederzijdse Hulpverlening inzake Verdediging zal de Nederlandse Regering, telkens wanneer zulks wordt verzocht, guldens ter beschikking stellen op een rekening, daartoe door de Ambassade van de Verenigde Staten te 's-Gravenhage aangewezen, tot een bedrag van ten hoogste 1.055.000 gulden, ten gebruik van deze Ambassade namens de Regering van de Verenigde Staten voor administratiekosten in Nederland, verband houdende met de tenuitvoerlegging van dit Verdrag, voor het tijdvak eindigende 30 Juni 1950.

BIJLAGE D

Artikel V, lid 2, van het Verdrag tot Wederzijdse Hulpverlening inzake Verdediging bepaalt:

“Elke Regering stemt er in toe, personeel van de andere Regering te ontvangen, dat zich binnen haar grondgebied zal kwijten van wat krachtens dit Verdrag tot de verantwoordelijkheid van de andere Regering behoort; aan dit personeel zullen faciliteiten worden verleend teneinde toezicht te kunnen houden op de voortgang van de hulpverlening ingevolge dit Verdrag.”

In de loop van besprekingen inzake dit Verdrag hebben vertegenwoordigers van de beide Regeringen namens hun onderscheiden Regeringen verklaard, dat de uit dien hoofde te verlenen faciliteiten redelijk zullen zijn en geen overmatige lasten zullen leggen op de Regering, welke deze faciliteiten verleent.

BIJLAGE E

Gezien het feit, dat leden van het personeel, die onderdanen zijn van het ene land, met inbegrip van tijdelijk benoemd personeel, voor wat betreft hun betrekking tot de Regering van het land, waarvoor zij zijn benoemd, zullen werken als onderdeel van de Ambassade onder leiding en toezicht van het Hoofd van de Diplomatieke Missie van de Regering van het betrokken land, is het wel verstaan, dat, in verband met Artikel V, lid 2, van het Verdrag tot Wederzijdse Hulpverlening inzake Verdediging, de status van deze ambtenaren, die worden beschouwd als een onderdeel van de Diplomatieke Missie van de andere Regering, dezelfde zal zijn als de status van ambtenaren met een met de hunne overeenkomende rang van deze Diplomatieke Missie, die onderdanen zijn van het andere land.

Deze ambtenaren zullen door de Regering, welke hen benoemt worden verdeeld in drie categorieën:

- a. Na behoorlijke kennisgeving van de ene Regering aan de ander zal volledige diplomatieke status worden verleend aan de hoogste militaire lid en aan de hoogste officier van de Land-Zee- of Luchtstrijdkrachten, die als zodanig zijn benoemd, en aan hun onderscheiden onmiddellijke plaatsvervangers.
- b. De tweede categorie van ambtenaren zal de voorrechten en immuniteten genieten, welke worden toegekend volgens internationaal gebruik, als door de beide Regeringen erkend, aan bepaalde categorieën van ambtenaren van de Ambassade van de andere Regering, zoals immuniteit van burgerlijke en strafrecht spraak van het ontvangende land, immuniteit van onderzoek omtrent inbeslagneming van officiële stukken, het recht het land vrijelijk te verlaten, vrijstelling van douanerechten of soortgelijke heffingen of beperkingen met betrekking tot persoonlijke eigendommen, welke in het ontvangende land worden ingevoerd door deze ambtenaren voor hun persoonlijk gebruik en verbruik onverminderd de bestaande bepalingen inzake vreemde valuta en vrijdom van binnenlandse belasting door het ontvangend land op salaris van deze ambtenaren. Bijzondere voorrechten verbonden aan de diplomatieke status, zoals diplomatieke nummerborden voor automobielen, opneming in de Lijst van de Diplomatieke Corps en sociaal gunstbetoon, kunnen voor deze categorie van ambtenaren door beide Regeringen worden terzijd gesteld.
- c. De derde categorie van ambtenaren zal dezelfde status hebben als het kantoorpersoneel van de Diplomatieke Missie.

Het is wel verstaan tussen de beide Regeringen, dat het aantal ambtenaren in deze drie categorieën zo laag mogelijk zal worden gehouden.

De status als hierboven omschreven kan voor daarvoor in aanmerking komende ambtenaren en vertegenwoordigers van de landen, Partij bij het Noord-Atlantisch Verdrag, worden vervangen door een status, nader overeen te komen tussen deze landen.

BIJLAGE F

Aangezien dit Verdrag na onderhandelingen is gesloten op zodanige basis, dat de Regering van de Verenigde Staten van Amerika aan de andere Partij bij dit Verdrag de voordelen zal toekennen, voortvloeiende uit enige bepaling van een soortgelijk Verdrag door de Verenigde Staten van Amerika gesloten met een ander land, dat Partij is bij het Noord-Atlantisch Verdrag, is het wel verstaan, dat de Regering van de Verenigde Staten van Amerika geen bezwaar zal opwerpen tegen wijziging van dit Verdrag ten einde het geheel of gedeeltelijk te doen overeenstemmen met een ander soortgelijk Verdrag, of met wijzigende of aanvullende Verdragen, gesloten met een Partij bij het Noord-Atlantisch Verdrag.

NORWAY

MUTUAL DEFENSE ASSISTANCE

TIAS 2016
Jan. 27, 1950

Agreement signed at Washington January 27, 1950; entered into force February 24, 1950.

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND NORWAY

63 Stat., pt.2, p.2241.

The Governments of the United States of America and Norway; Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Conscious of their reciprocal pledges under Article 3 separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and increase their individual and collective ability to resist armed attack;

59 Stat. 1031.

Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

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 which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

Desiring to set forth the understandings which will govern the transfer of such assistance;

Have agreed as follows:

ARTICLE I

Assistance.

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be

given clear priority, will make or continue to make available to the other, and to other governments, 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 and with the obligations under Article 3 of the North Atlantic Treaty. Such assistance shall be so designed as to promote an integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each Government. Such assistance as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. Each Government undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article

Post, p. 116.

- (a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty, and
- (b) in accordance with defense plans formulated by the North Atlantic Treaty Organization recommended by the North Atlantic Treaty Defense Committee and Council, and agreed to by the two Governments.

Use of assistance.

3. Neither Government, without the prior consent of the other, will devote assistance furnished to it by the other Government to purposes other than those for which it was furnished.

4. In the common security interest of both Governments, each Government undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials, or services, received on a grant basis pursuant to paragraph 1, without the prior consent of the other Government.

Non-transfer of equipment, materials, etc.

ARTICLE II

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

Information to public.

Security.

2. 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 III**Patent, etc., claims.**

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement or furnished in the interest of production undertaken by agreement of the two Governments in implementation of pledges of self-help and mutual aid contained in the North Atlantic Treaty. In such negotiations consideration shall be given to the inclusion of an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

ARTICLE IV**Kroner for U. S. administrative expenditures.**
Post, p. 117.**Exemption from taxation.**

1. The Government of Norway undertakes to make available to the United States Embassy at Oslo Norwegian Kroner for its administrative expenditures within Norway in connection with carrying out this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such Kroner and to agreeing upon arrangements for the furnishing of such Kroner.

2. The Government of Norway will, except as otherwise agreed to, 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.

ARTICLE V**Consultation.****Personnel.**
Post, p. 118.

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

2. Each Government agrees to receive personnel of the other Government who will discharge in its territory the responsibilities of the other Government under this Agreement and who 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 such country.

ARTICLE VI

1. This Agreement shall come into force when the Government of Norway has notified the Government of the United States of America of ratification by Norway.^[1] This Agreement will terminate one year after the receipt of notification by either party of the intention of the other to terminate it.

Entry into force.

2. This Agreement may be amended at any time by agreement between the two Governments. The terms of this Agreement shall be subject to such modification, in the light of agreements concluded in connection with carrying out Article 9 of the North Atlantic Treaty, as may be agreed upon between the two Governments.

Termination.

3. The Annexes to this Agreement form an integral part thereof.

Amendment.

4. This Agreement shall be registered with the Secretary General of the United Nations.

63 Stat., pt. 2, p. 2244

Post, p. 116.

¹ Feb. 24, 1950.

**AVTALE MELLOM AMERIKAS FORENTE STATER OG NORGE
OM GJENSIDIG HJELP PÅ FORSVARETS OMRÅDE**

Amerikas Forente Staters regjering og den norske regjering;

Som begge er tilsluttet traktaten for det nord-atlantiske område undertegnet i Washington 4. april 1949;

Som er seg bevisst sine gjensidige forpliktelser etter artikkkel 3 om enkeltvis og i fellesskap med de andre partene å opprettholde og utvikle sin individuelle og felles evne til å motstå vepnet angrep ved stadig og virksom selvhjelp og gjensidig støtte;

Som ønsker å fremme mellomfolkelig fred og sikkerhet innenfor rammene av de Førente Nasjonenes pakt ved tiltak som vil styrke evnen hos de nasjoner som bekjenner seg til paktenes formål og grunnsetninger, til å delta virksomt i ordninger med sikte på individuelt og kollektivt selvforsvar til støtte av disse formål og grunnsetninger;

Som igjen bekrefter at de er besluttet på å gi sin fulle støtte til arbeidet med å stille til rådighet for de Forente Nasjoner de vepnede styrker som er påtenkt i pakten og å oppnå enighet om en verdensomfattende begrensning og nedskjæring av rustningene med tilstrekkelig garanti mot angrep;

Som erkjenner at frie folks økede tillit til sin egen evne til å motstå angrep vil fremme den økonomiske gjenreisning;

Som tar i betraktning den støtte Amerikas Forente Staters styremakter har gitt disse prinsipper ved å vedta "Lov av 1949 om gjensidig hjelp på forsvarets område" om militær hjelp til land som har sluttet seg sammen med De Forente Stater i kollektive sikkerhetsordninger;

Som ønsker å fastslå den overenskomst som skal gjelde for overføring av slik hjelp;

Er blitt enige om følgende:

ARTIKKEL I

1. I det en iakttar grunnsetningene om at økonomisk gjenreisning er av avgjørende betydning for mellomfolkelig fred og sikkerhet og klart må gis fortrinsrett, vil hver regjering stille til rådighet eller fortsette å stille til rådighet for den annen regjering eller for andre regjeringer utstyr, materiell, tjenester eller annen militær bistand som den regjering som yter slik hjelp måtte godkjenne, og på slike vilkår som en måtte bli enige om. Ytelse av hjelp som en av partene i denne avtale måtte godkjenne, skal være i samsvar med de Forente Nasjoners pakt og med forpliktelsene etter Atlanterhavspaktens artikkelf 3. Hjelpen skal være av en slik art at den fremmer et samordnet forsvar av det nordatlantiske område og letter utviklingen av eller er i samsvar med forsvarsplaner i henhold til Atlanterhavspaktens artikkelf 9, som måtte være godkjent av begge regjeringer. Den hjelp som Amerikas Forente Stater yter i henhold til denne avtale, vil bli ytet i samsvar med bestemmelsene i "Lov av 1949 om gjensidig hjelp på forsvarets område" med alle de vilkår og bestemmelser om opphør som er gitt i denne lov, i endrings- og tilleggslover til denne lov og bevilgningslover under denne lov. De to regjeringer vil

fra tid til annen forhandle om de enkelte tiltak som er nødvendige for å gjennomføre bestemmelsene i dette punkt.

2. Hver regjering forplikter seg til å gjøre effektiv bruk av den hjelp som er mottatt i henhold til punkt 1 i denne artikkelen

- (a) med det formål å fremme et samordnet forsvar av det nord-atlantiske område og å lette utviklingen av forsvarsplaner i henhold til Atlanterhavspaktens artikkkel 9, og
- (b) i samsvar med forsvarsplaner utarbeidet av Atlanterhavspaktens organisasjon, som er anbefalt av Atlanterhavspaktens Forsvarskomite og Råd og godkjent av de to regjeringer.

3. Ingen av de to regjeringer vil uten forutgående samtykke fra den andre bruke den hjelp som den annen regjering har ytet den, til andre formål enn de den ble ytet for.

4. Av hensyn til de to regjeringers felles sikkerhetsinteresser forplikter hver regjering seg til ikke uten forutgående samtykke av den annen regjering å overdra til noen som ikke er vedkommende regjerings tjenestemann eller representant eller til noen annen stat, eiendomsrett til eller besittelse av noe utstyr, materiell eller ytelser som er mottatt vederlagsfritt i henhold til punkt 1.

ARTIKKEL II

1. Hver regjering vil treffe de nødvendige tiltak som er forenlig med hensynet til sikkerhet for å holde almenheten underrettet om gjennomføringen av denne avtale.

2. Hver regjering vil treffe de sikkerhetsforanstaltninger som de to regjeringer i hvert enkelt tilfelle måtte bli enige om,

for å hindre at utstyr, tjenester eller opplysninger av hemmelig militær art som den annen regjering har ytet i henhold til denne avtale, blir røpet eller kompromittert.

ARTIKKEL III

Etter anmodning fra en av dem vil de to regjeringer forhandle om en passende ordning seg imellom angående ansvaret for patentkrav eller liknende krav med hensyn til oppfinnelser, fremstillingsmåter, tekniske opplysninger eller andre former for lovbeskyttet opphavsrett som knytter seg til utstyr, materiell eller tjenester som ytes i henhold til denne avtale eller som stilles til rådighet av hensyn til produksjon som måtte bli satt i gang i kraft av overenskomst mellom de to regjeringer til oppfyllelse av Atlanterhavspaktens forpliktelser om selvhjelp og gjensidig hjelp. Under slike forhandlinger skal man overveie om hver regjering skal påta seg plikt til å svare for alle slike krav fra dens borgere eller liknende krav som måtte oppstå innen dens jurisdiksjon fra borgere av et hvilket som helst land som ikke er part i denne avtale.

ARTIKKEL IV

1. Den norske regjering forplikter seg til å stille norske kroner til rådighet for De Forente Staters ambassade i Oslo til bestridelse av dens administrasjonsutgifter i Norge i forbindelse med gjennomføringen av denne avtale. De to regjeringer vil straks ta opp drøftinger med sikte på å fastsette størrelsen av dette kronebeløp, og å finne frem til en ordning for utbetalingen.

2. Den norske regjering vil, hvis ikke annet er avtalt, tilstå tollfrihet og fritakelse for beskatning ved innførsel eller utførsel av varer, eiendeler, materiell eller utstyr som innføres

til norsk område i forbindelse med denne avtale eller tilsvarende avtale mellom Amerikas Forente Stater og ethvert annet land som mottar militær bistand.

ARTIKKEL V

1. De to regjeringer vil etter anmodning av den ene av dem samrå om enhver sak vedrørende anvendelsen av denne avtale eller tiltak og ordninger som gjennomføres i henhold til denne avtale.

2. Hver regjering er villig til å motta personale fra den annen regjering som innenfor vedkommende regjerings område vil utføre de funksjoner som er pålagt den annen regjering i henhold til denne avtale. Dette personale vil bli gitt anledning til å iaktta anvendelsen av den hjelp som ytes i henhold til denne avtale. De medlemmer av personalet som er borgere av det annet land, innbefattet personale som er midlertidig ansatt, vil, i sitt samkvem med regjeringen i det land hvor de tjenstgjør, arbeide som medlemmer av ambassaden under ledelse og kontroll av vedkommende regjerings diplomatiske misjonssjef.

ARTIKKEL VI

1. Denne avtale skal tre i kraft når den norske regjering har meddelt Amerikas Forente Staters regjering at den er ratifisert i Norge.

Denne avtale skal opphøre ett år etter at en av partene har mottatt underretning fra den annen part om at den oppsier den.

2. Denne avtale kan endres til enhver tid etter overenskomst mellom de to regjeringer. Bestemmelsene i denne avtale skal være undergitt slike endringer som de to regjeringer kommer overens om på bakgrunn av de avtaler som måtte bli sluttet i forbindelse med gjennomføringen av Atlanterhavspaktens artikkel 9.

3. Bilagene til denne avtale utgjør en integrerende del av avtalen.

4. Denne avtale skal registreres hos de Forente Nasjoners generalsekretær.

In witness whereof the respective representatives, duly authorized for the purpose, have signed this Agreement.

Done at Washington, in duplicate, in the English and Norwegian languages, both texts authentic, this twenty-seventh day of January, 1950.

Til bekreftelse herav har de respektive representanter etter behørig bemyndigelse undertegnet denne avtale.

Utferdiget i to eksemplarer i engelsk og norsk språk, som begge er autentiske tekster, den syvogtyvende januar, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FOR AMERIKAS FORENTE STATERS REGJERING:

DEAN ACHESON

FOR THE GOVERNMENT OF NORWAY:
FOR DEN NORSKE REGJERING:

WILHELM MORGENSTIERNE

ANNEX A

In the course of discussions of the Mutual Defense Assistance Agreement the following understandings were reached by the representatives of the Governments of the United States of America and Norway:

Fungible materials.
Ante, p. 107.

1. For the purposes of Article I, paragraphs 2 and 3, fungible materials and minor items of equipment which, for all practical purposes, are fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article I, paragraphs 2 and 3, will be satisfied if each Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.

Finished products.

2. Similarly, in the case of finished products manufactured by either Government with assistance furnished under this Agreement, the requirements of Article I, paragraphs 2 and 3, will be satisfied if the recipient Government devotes to the purposes of Article I, paragraphs 2 and 3, either such finished products or an equivalent quantity of similar and substitutable finished products.

3. Further, in the light of paragraphs 1 and 2 above, neither Government will refuse its consent under Article I, paragraph 4, to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other Government. The two Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.

4. Each Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX B

In connection with the Mutual Defense Assistance Agreement between the Governments of the United States of America and Norway, and based upon the principle of mutual aid enunciated in that Agreement, the two Governments agree as follows:

In the event of the cessation of the effectiveness of Article V of the Economic Cooperation Agreement between the Government of the United States of America and the Government of Norway signed on July 3, 1948 at Oslo prior to the cessation of the Agreement between the two Governments under the United States Mutual Defense Assistance Act, the Government of Norway will, for so long as the Agreement between the two Governments under the Mutual Defense Assistance Act remains in effect, 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 as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Norway or dependent territories under its administration. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Norway. All applicable annexes to Article V of the Economic Cooperation Agreement shall apply to this Agreement.

Raw and semiprocessed materials.

62 Stat., pt. 2, p. 2525.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

ANNEX C

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 2,140,000 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, 1950.

Deposit of Kroner.
Ante, p. 108.

ANNEX D

Status of personnel.

In recognition of the fact that personnel who are nationals of one 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 such country, it is understood, in connection with Article V, paragraph 2, of the Mutual Defense Assistance Agreement, that the status of such personnel, considered as part of the Diplomatic Mission of such other Government, will be the same as the status of personnel of corresponding rank of that Diplomatic Mission who are nationals of that other country.

Ante, p. 108.

The personnel will be divided by the Government assigning such personnel into 3 categories:

Categories.

(a) Upon appropriate notification of the other, 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, as recognized by each Government, to certain categories of personnel of the Embassy of the other, such as the immunity from civil and criminal jurisdiction of the host country, 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 the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country 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 both Governments for this category of personnel.

(c) The third category of personnel will receive the same status as the clerical personnel of the Diplomatic Mission.

It is understood between the two Governments that the number of personnel in the 3 categories above will be kept as low as possible.

The status as described above will be substituted by such status for appropriate officials and agents of the countries parties to the North Atlantic Treaty as may be agreed by those countries.

ANNEX E

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto, concluded with a party to the North Atlantic Treaty.

63 Stat., pt. 2, p. 2241.

BILAG A

Under drøftelsene av Avtalen om gjensidig hjelp på forsvarets område, ble representantene for Amerikas Forente Staters regjering og den norske regjering enige om følgende:

1. Ved fortolkningen av artikkelen I, punkt 2 og 3, skal fungible gjenstander, og mindre utstyrsdeler som i praksis er fungible, behandles som sådanne. Når det gjelder slike fungible gjenstander eller utstyr vil følgelig kravene i artikkelen I, punkt 2 og 3, være oppfylt hvis hver regjering, forsåvidt denne artikkelen angår, benytter enten de spesielle gjenstander som er levert, eller en tilsvarende mengde lignende gjenstander som kan brukes i stedet.

2. Likeledes vil kravene i artikkelen I, punkt 2 og 3, være oppfylt når det gjelder ferdigvarer, fremstillet av en av regjeringene med bistand ytet i henhold til denne artikkelen, hvir motagerregjeringen, forsåvidt artikkelen I, punkt 2 og 3, angår, benytter slike ferdigvarer, eller en tilsvarende mengde av lignende ferdigvarer som kan brukes i stedet.

3. Ennvidere, i samsvar med ovennevnte punkt 1 og 2, vil ingen av regjeringene nekte å gi sitt samtykke etter artikkelen I, punkt 4, til eksport av større gjenstander av innenlandsk utstyr, bare fordi det ved fremstillingen kan ha vært anvendt som en identifiserbar bestanddel, en forholdsvis liten og ubetydelig del som den annen regjering har levert i henhold til denne avtale.

De to regjeringer vil straks rådslå om nærmere regler for en praktisk fremgangsmåte med hensyn til det samtykke som skal gis for de forskjellige slags overføringer som er omhandlet i dette avsnitt.

4. Hver regjering vil ikke desto mindre gjøre hva det er praktisk mulig for å anvende de mottatte gjenstander til de formål som har vært den annen parts hensikt ved leveringen.

BILAG B

Med henvisning til Avtalen om gjensidig hjelp på forsvarets område mellom Amerikas Forente Staters regjering og den norske regjering, som hviler på grunnsetningen om gjensidig hjelp slik denne er kommet til uttrykk i denne avtale, er de to regjeringer blitt enige om følgende:

Dersom artikkkel V i avtalen om økonomisk samarbeid mellom Amerikas Forente Stater og Norge undertegnet den 3. juli 1948 i Oslo opphører før avtalen mellom de to regjeringer i forbindelse med Amerikas Forente Staters "Lov av 1949 om gjensidig hjelp på forsvarets område" opphører, vil den norske regjering så lenge den sistnevnte avtale er gjeldende, lette fremstilling og overføring til De Forente Staters regjering for et slikt tidsrom, i slike mengder og på de vilkår ellers som man måtte bli enige om, av råvarer og halvfabrikata som De Forente Stater måtte trenge som følge av nåværende og fremtidige mangler i landets egne ressurser, og som måtte kunne skaffes tilveie i Norge eller i områder under norsk styre. Avtaler om slik overføring skal ta tilbørlig hensyn til Norges rimelige behov såvel når det gjelder eget forbruk som når det gjelder eksporthandel. Alle tilleggsbestemmelser vedrørende artikkkel V i avtalen om økonomisk samarbeid får tilsvarende anvendelse på denne avtale.

BILAG C

Til gjennomføringen av artikkkel IV, punkt 1, i avtalen mellom Amerikas Forente Staters regjering og den norske regjering, vil den norske regjering, når den blir anmodet om det, deponere norske kroner på en konto som angis av De Forente Staters ambassade i Oslo. Totalbeløpet skal ikke overskride 2.140.000 norske kroner. Dette beløp skal være til bruk for ambassaden på vegne av De Forente Staters regjering til å bestride dens administrasjonsgifter i Norge i forbindelse med gjennomføringen av denne avtale i den periode som ender 30. juni 1950.

BILAG D

Ettersom det personale som er borgere av det ene land, herunder personale som er midlertidig ansatt, i sitt samkvem med regjeringen i det land hvor de tjenstgjør vil opptre som medlemmer av ambassaden under ledelse og kontroll av vedkommende regjerings diplomatiske misjonssjef, er det i forbindelse med artikkel V, punkt 2, i Avtalen om gjensidig hjelpe på forsvarrets område, enighet om at status for dette personale, som anses som medlemmer av den annen regjerings diplomatiske misjon, skal være den samme som for personale av tilsvarende rang ved denne diplomatiske misjon, og som er borgere av dennes hjemland.

Den regjering som sender ut personalet vil inndele dette i tre grupper:

(a) Etter behørig underretning til den annen regjering vil full diplomatisk status bli tilstått eldste militære medlem og eldste offiser fra hær, flåte og luftvåpen som er tilknyttet gruppen og deres nærmeste stedfortredere.

(b) Den annen gruppe av personalet skal nyte slike privilegier og slik immunitet som etter internasjonal skikk, anerkjent av begge regjeringer, tilstas visse grupper av personalet ved det annet lands ambassade, så som immunitet med hensyn til sivil og strafferettslig rettergang i oppholdslandet, immunitet med hensyn til sine offisielle dokumenter

når det gjelder ransaking og beslag, rett til uhindret utreise, fritakelse for tollavgifter eller liknende skatter eller restriksjoner vedrørende privat eiendom som dette personale har innført i oppholdslandet til personlig anvendelse og forbruk innenfor rammen av gjeldende bestemmelser om utenlandsk valuta og fritakelse for innenlandsk beskatning i oppholdslandet når det gjelder slikt personales lønn. Begge regjeringer kan for denne gruppe av personalet gi avkali på privilegier og lettelsjer som følger med diplomatisk status, så som diplomatiske automobilskilt, oppføring på diplomatlisten og vanlig kurtoasi.

(c) Den tredje gruppen skal ha den samme status som den diplomatiske misjons kontorpersonele.

De to regjeringene er enige om at størrelsen av personalet i de tre ovennevnte grupper skal holdes så lav som mulig.

Den status som Atlanterhavspaktene land måtte bli enige om å gi vedkommende tjenestemenn og representanter for de land som er tilsluttet Atlanterhavspakten vil i tilfelle tre istedet for den status som er beskrevet ovenfor.

BILAG E

Da denne Avtale er blitt inngått under forutsetning av at Amerikas Forente Staters regjering vil innrømme den annen part den fordel å kunne oppnå en hvilken som helst bestemmelse i en tilsvarende avtale inngått mellom Amerikas Forente Staters regjering og et hvilket som helst annet land som er tilsluttet Atlanterhavspakten, er det underforstått at Amerikas Forente Staters regjering ikke vil reise noen innvending mot å endre denne avtale så den kan bli overensstemmende, helt eller delvis, med hvilken som helst annen tilsvarende avtale eller endrings- eller tilleggsavtale inngått med en av Atlanterhavspaktens parter.

UNITED KINGDOM

MUTUAL DEFENSE ASSISTANCE

TIAS 2017
Jan. 27, 1950

Agreement signed at Washington January 27, 1950; entered into force January 27, 1950.

MUTUAL DEFENSE ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland;

Being parties to the North Atlantic Treaty signed at Washington on April 4, 1949;

Considering their reciprocal pledges under Article 3 of the North Atlantic Treaty separately and jointly with the other parties, by means of continuous and effective self-help and mutual aid, to maintain and develop their individual and collective capacity to resist armed attack;

Desiring to foster international peace and security, within the framework of the Charter 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;

Recognizing that the increased confidence of free peoples in their own ability to resist aggression will advance economic recovery;

Taking into consideration the support that has been brought to these principles by the Government of the United Kingdom in affording military assistance to other parties of the North Atlantic Treaty and by the Government of the United States of America in enacting the Mutual Defense Assistance Act of 1949 which provides for the furnishing of military assistance to nations which have joined with it in collective security arrangements;

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

Desiring to set forth the conditions which will govern the furnishing of military assistance by one contracting Government to the other under this Agreement;

Have agreed as follows:

ARTICLE I

1. Each contracting Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, and in accordance with its obligations under Article 3 of the North Atlantic Treaty, will make available to the other such equipment, materials, services, or other military assistance as the contracting Government furnishing such assistance may authorize, in accordance with detailed arrangements from time to time to be made between them. The Government of the United Kingdom in fulfilment of its obligations under Article 3 of the North Atlantic Treaty will furnish or continue to furnish to other parties to the North Atlantic Treaty such equipment, materials, services, or other military assistance as it may authorize. The furnishing of assistance by the Government of the United States of America under this Agreement will be under the provisions, and subject to all the terms, conditions, and termination provisions of the Mutual Defense Assistance Act of 1949, acts amendatory and supplementary thereto and appropriation acts thereunder.

Assistance.
Post, p. 131.

2. Such assistance shall be so designed as to promote the integrated defense of the North Atlantic area and to facilitate the development of, or be in accordance with, defense plans under Article 9 of the North Atlantic Treaty approved by each contracting Government.

ARTICLE II

1. Each contracting Government undertakes to make effective use of assistance received pursuant to Article I of this Agreement

Post, p. 131.

(a) for the purpose of promoting an integrated defense of the North Atlantic Area, and for facilitating the development of defense plans under Article 9 of the North Atlantic Treaty; and

Use of assistance.

(b) in accordance with defense plans formulated by the North Atlantic Treaty Organization, recommended by the North Atlantic Treaty Council and Defense Committee, and agreed to by the two contracting Governments.

2. Neither contracting Government, without the prior consent of the other, will devote assistance furnished to it by the other contracting Government to purposes other than those for which it was furnished.

ARTICLE III

Non-transfer of equipment, materials, etc.
Post, p. 131.

In the common security interest of both contracting Governments, each contracting Government undertakes not to transfer to any person not an officer or agent of such contracting Government, or to any other nation, title to or possession of any equipment, materials, or services, furnished on a grant basis, without the prior consent of the contracting Government furnishing such equipment, materials, or services.

ARTICLE IV

Post, p. 132.
62 Stat., pt. 2, p. 2601.

The provisions of Article V of the Economic Cooperation Agreement signed at London on July 6, 1948, shall be regarded as an integral part of this Agreement.

ARTICLE V

Security.

1. Each contracting Government will take such security measures as may be agreed in each case between the two contracting Governments in order to prevent the disclosure or compromise of any classified military articles, services, or information furnished by the other contracting Government pursuant to this Agreement.

Information to public.

2. Each contracting Government will take appropriate measures consistent with security to keep the public informed of activities under this Agreement.

ARTICLE VI

Patent, etc., claims.
Post, p. 132.

1. The two contracting Governments will negotiate appropriate arrangements between them respecting responsibility for claims for the use or infringement of inventions covered by patents or patent applications, trademarks, or copyrights, or other similar claims arising from the use of devices, processes, or technological information in connection with equipment, materials, or services furnished pursuant to this Agreement, or furnished in the interests of production undertaken by agreement between the two contracting Governments in implementation of the pledges of self-help and mutual aid contained in the North Atlantic Treaty.

ARTICLE VII

Sterling for U. S.
administrative expenditures.
Post, p. 133.

1. Subject to the provision of the necessary appropriations, the Government of the United Kingdom will make available to the Government of the United States of America sterling for the use of the latter Government for its administrative expenditures within the United Kingdom in connection with assistance furnished by the Government of the United States of America to the Government of the United Kingdom under this Agreement.

2. The two contracting Governments will initiate forthwith discussions with a view to determining the amount of such sterling and agreeing upon arrangements for the furnishing of such sterling.

ARTICLE VIII

1. Except as otherwise agreed, the Government of the United Kingdom will grant exemption from customs duties and other taxes on importation and also from taxes on exportation, in respect of goods owned by the Government of the United States of America and imported by it into the United Kingdom as assistance under this Agreement or as assistance under any similar agreement between the United States of America and any other party to the North Atlantic Treaty.

Exemption from customs duties, taxes.
Post, p. 134.

2. Goods imported under this exemption may not be disposed of by way either of sale or gift in the country into which they have been imported, except to a Government party to the North Atlantic Treaty or under conditions agreed with the Government of the country into which they have been imported.

ARTICLE IX

1. Each contracting Government agrees to receive personnel of the other contracting Government who will discharge in its territories the responsibilities of the latter Government under this Agreement and will be accorded facilities to observe the progress of assistance furnished in pursuance of this Agreement.

Personnel.
Post, p. 135.

2. Such personnel will, in their relations to the Government of the country to which they are assigned, operate as part of the Embassy under the direction and control of the Chief of the Diplomatic Mission of the Government which they are serving.

3. The Government of the United Kingdom will, upon appropriate notification from the Ambassador of the United States of America in the United Kingdom, consider such personnel as part of the Embassy of the United States of America in the United Kingdom for the purpose of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank.

Privileges and immunities.
Post, p. 135.

ARTICLE X

The furnishing of any assistance under this Agreement shall be consistent with the obligations of the two contracting Governments under the Charter of the United Nations and under Article 3 of the North Atlantic Treaty.

ARTICLE XI

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

Consultation.

2. The terms of this Agreement shall at any time be reviewed at the request of either contracting Government. Such review shall

Review.

take into account, where appropriate, agreements concluded by either contracting Government in connection with the carrying out of Article 9 of the North Atlantic Treaty.

63 Stat., pt. 2, p. 2244.

Amendment.

3. This Agreement may be amended at any time by agreement between the two contracting Governments.

ARTICLE XII

Entry into force.

1. This Agreement shall enter into force on notification to the Government of the United States of America by the Government of the United Kingdom of its acceptance thereof.^[1]

Termination.

2. This Agreement will terminate one year after the receipt of notification by either contracting Government of the intention of the other to terminate it.

3. The Annexes to this Agreement form an integral part thereof.

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

Done at Washington, in duplicate, this twenty-seventh day of January, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

OLIVER FRANKS.

¹ Jan. 27, 1950. Notification received by a note, dated Jan. 27, 1950, from the British Ambassador to the Secretary of State.

ANNEX A

During the course of negotiations, representatives of the two contracting Governments have stated their understanding that either contracting Government shall be free at any time to suspend or terminate the furnishing of assistance under Article I of the Mutual Defense Assistance Agreement.

Suspension or termination of assistance.

Ante, p. 127.**ANNEX B**

In the course of discussions of the Mutual Defense Assistance Agreement under the United States Mutual Defense Assistance Act of 1949, the following understandings were reached by the representatives of the Governments of the United States of America and the United Kingdom:

63 Stat. 714.
22 U. S. C. §§ 1571-1604.

1. For the purposes of Article II, fungible materials and minor items of equipment which, for all practical purposes, are fungible, shall be treated as such. Accordingly, in the case of such fungible materials or equipment, the requirements of Article II will be satisfied if each contracting Government devotes to the purposes of this Article either the particular items furnished or an equivalent quantity of similar and substitutable items.

Fungible materials.
Ante, p. 127.

2. Similarly, in the case of finished products manufactured by either contracting Government with assistance furnished under this Agreement, the requirements of Article II will be satisfied if the recipient Government devotes to the purposes of Article II either such finished products or an equivalent quantity of similar and substitutable finished products.

Finished products.

3. Further, in the light of paragraphs 1 and 2 above, neither contracting Government will refuse its consent under Article III to the transfer of a major item of indigenous equipment merely because there may have been incorporated into it as an identifiable component part a relatively small and unimportant item of assistance furnished under this Agreement by the other contracting Government. The two contracting Governments will forthwith discuss detailed arrangements for a practical procedure for granting consent in respect of the types of transfer referred to in this paragraph.

Ante, p. 128.

4. Each contracting Government will nevertheless make all practicable efforts to use items of assistance for the purposes for which they may have been furnished by the other.

ANNEX C

It is understood that for the purpose of furthering the mutual defense of the two countries the obligations undertaken by the Government of the United Kingdom by virtue of Article IV of the Mutual Defense Assistance Agreement will continue to apply to the United Kingdom of Great Britain and Northern Ireland after the termination of the Economic Cooperation Agreement. The Government of the United Kingdom intends to consult the Governments of the territories to which the Economic Cooperation Agreement has been or may be extended under Article XII of that Agreement with a view to securing their consent to the continued extension to those territories of the provisions of Article V of the Economic Cooperation Agreement, so long as those provisions remain an integral part of the Mutual Defense Assistance Agreement.

ANNEX D

During the course of the negotiations of the Mutual Defense Assistance Agreement, the representatives of the two contracting Governments have reached the understanding that the following points will be considered in the negotiations provided for in Article VI:

- (a) The inclusion of an undertaking whereby each contracting Government would assume the responsibility for all the patent or similar claims of its nationals referred to in Article VI of the said Agreement and for such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.
- (b) The terms on which inventions would be communicated to contractors with a view to protecting the commercial rights of inventors.
- (c) Rights in improvements or other modifications of patented inventions.
- (d) Arrangements for the protection of secret processes and secret technological information; as distinct from patented and patentable inventions.
- (e) The system for disclosing the users and the extent of the use of the patents, trade secrets and copyrights referred to in Article VI.

ANNEX E

Provision is made in Article VII, paragraph 1, of the Mutual Defense Assistance Agreement as follows:

Ante, p. 128.

“Subject to the provision of the necessary appropriations, the Government of the United Kingdom will make available to the Government of the United States of America sterling for the use of the latter Government for its administrative expenditures within the United Kingdom in connection with assistance furnished by the Government of the United States of America to the Government of the United Kingdom under this Agreement.”

In the course of discussions on the Agreement, representatives of the Government of the United States of America stated that in the event that the Government of the United Kingdom shall in the future furnish grant assistance to the Government of the United States of America, involving the delivery of materials and equipment to the United States, the Government of the United States of America, if so requested by the Government of the United Kingdom, and subject to legislative authorization, shall provide dollars for the use of the Government of the United Kingdom for its administrative expenditures within the United States in connection with the furnishing of such assistance. The representatives of the Government of the United States of America advised the representatives of the Government of the United Kingdom that dollar expenditures in the United States which may be incurred as a result of the training of British personnel in the United States under this Agreement can be met out of funds made available under the United States Mutual Defense Assistance Act of 1949.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

ANNEX F

In implementation of paragraph 1 of Article VII of the Mutual Defense Assistance Agreement between the Governments of the United States of America and the United Kingdom, the Government of the United Kingdom will deposit sterling at such times as requested in an account designated by the United States Embassy at London, not to exceed in total £53,500 for its use on behalf of the Government of the United States for administrative expenditures within the United Kingdom in connection with carrying out that Agreement for the period ending June 30, 1950.

ANNEX G

Ante, p. 129.

Provision is made in Article VIII, paragraph 1, of the Mutual Defense Assistance Agreement, as follows:

"Except as otherwise agreed, the Government of the United Kingdom will grant exemption from customs duties and other taxes on importation and also from taxes on exportation, in respect of goods owned by the Government of the United States of America and imported by it into the United Kingdom as assistance under this Agreement or as assistance under any similar agreement between the United States of America and any other party to the North Atlantic Treaty."

In the course of discussions on the Agreement, representatives of the Government of the United States of America stated that in the event that the Government of the United Kingdom shall in the future furnish grant assistance to the Government of the United States of America, involving the delivery of materials and equipment to the United States, the Government of the United States of America, if so requested by the Government of the United Kingdom, and subject to legislative authorization, will, except as otherwise agreed to, grant duty-free treatment and exemption from internal taxation upon importation or exportation to such materials and equipment imported into its territory in connection with this Agreement.

ANNEX H

With respect to Article VIII, paragraph 1, of the Mutual Defense Assistance Agreement, the representatives of the United Kingdom stated that arrangements would be made wherever possible within the framework of existing United Kingdom legislation to exempt items of assistance, imported by the Government of the United Kingdom into the United Kingdom as assistance under the Agreement, from customs duties and other taxes on importation.

ANNEX I

Provision is made in Article IX, paragraph 1, of the Mutual Defense Assistance Agreement, as follows:

Ante, p. 120.

"Each contracting Government agrees to receive personnel of the other contracting Government who will discharge in its territories the responsibilities of the latter Government under this Agreement and will be accorded facilities to observe the progress of assistance furnished in pursuance of this Agreement."

In the course of discussions on the Agreement, representatives of the two Governments have stated on behalf of their respective Governments that the facilities to be so accorded shall be reasonable and not unduly burdensome upon the Government according such facilities.

ANNEX J

It is understood that the Government of the United States of America in making the notifications referred to in Article IX, paragraph 3, of the Mutual Defense Assistance Agreement, would bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges would be requested. It is also understood that the detailed application of Article IX, paragraph 3, would, when necessary, be the subject of intergovernmental discussion.

Ante, p. 120.

ANNEX K

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 country party to the North Atlantic Treaty, it is understood that the Government of the United States of America will interpose no objection to amending this Agreement in order that it may conform, in whole or in part, to any other similar agreement, or agreements amendatory or supplementary thereto, concluded with a party to the North Atlantic Treaty.

63 Stat., pt. 2, p. 2241.



KOREA
MUTUAL DEFENSE ASSISTANCE

*Agreement signed at Seoul January 26, 1950; entered into force January
26, 1950.*

**TIAS 2019
Jan. 26, 1950**

AGREEMENT
between
THE GOVERNMENT OF THE
UNITED STATES
and
THE GOVERNMENT OF THE
REPUBLIC OF KOREA

AGREEMENT
between
THE GOVERNMENT OF THE
UNITED STATES
and
THE GOVERNMENT OF THE
REPUBLIC OF KOREA

Preamble

The Governments of the United States
and of the Republic of Korea:

Desiring to foster international
peace and security, within the framework
of the Charter of the United Nations,
through measures which will further the
ability of nations dedicated to the pur-
poses and principles of the Charter to
develop effective measures for self-
defense in support of those purposes and
principles; and without prejudice to con-
tinued exertion of maximum efforts to ob-
tain agreements to provide the United
Nations with armed forces as provided
by its Charter, and to obtain agree-
ment among member nations upon universal
regulation and reduction of armaments
under adequate and dependable guarantee
against violation;

Recognizing that measures to elimi-
nate insecurity caused by fear of
aggression will enhance the progress
of economic development;

Considering that, in furtherance
of these principles, the Government

北美合衆國

政府及大韓民國政府

間의協定

首文

大韓民國政府及美合衆國

政府

국제연합宪章範疇내에서
국제연합宪章의目的과原則에 충실
한各國으로 하여금, 그目的의斗
原則을支持함에 有efficacy를 自衛
策의發展과其能力을增進하
함으로 國際平和와 安全을
育成하기를 須하리며 且其工
宪章의 制定한바와 같이 國
际聯合의 武力を備置함에
坐其犯法者에게對抗할수及
其適切补正 信賴할수자
保障下에 普遍的으로 軍備
是編次及整備함에 對斗水
各加盟國의合意를 얻는다.
公明正大하게 最大的努力를
繼續하기를願하리

侵略에 對한恐怖에 由起
국회는 不安全을 除去하기
對策의 經濟發展을 向上하
其것을 認定하기

의 原則를 促進시키려고 美合
衆國政府는 北美合衆國의

of the United States has enacted the Mutual Defense Assistance Act of 1949 providing for the furnishing of military assistance by the United States of America to the Republic of Korea; and

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States under the Mutual Defense Assistance Act of 1949, and the receipt of such assistance by the Republic of Korea;

Have agreed as follows:

ARTICLE I

1. Each Government, consistently with the principle that economic recovery is essential to international peace and security and must be given clear priority, will make or continue to make available to the other, and to other Governments, 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 it may agree. 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 as may be made available by the United States of America pursuant to this Agreement will be furnished under the provisions, and

大韓民國에게 군사援助는
提供하기為 1949년
外相互防衛援助法憲制
定한것을考慮함

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

一九四九年外相互防衛援助
法憲제依外美國政府外援助
是提供하기為 大韓民國
이 此是受取하기為 規定하기
相互間의 解事項을 明示
기願하며 左에 제한協定을 締結
함.

第一條

1. 經濟復興의 國際平和와
外安全의 絶對必要性으로 이
를 優先實行하기로 되었을 原
則에順應하기로 각政府의 援助
供與政府外 許諾하기 携具
物資, 労力乃至其他軍事援助
是該政府外同意하기 約定
及條件下에 相對方의 政府
或其其他政府에게 提供或是
繼續提供하기. 協定箇中
一方이 正當하게 認定하기
相對方에게 提供하기 援助은
國際聯合憲章에順應하여
한다. 本協定에依하기
美合衆國이 提供하기 援助
는 一九四九年外相互防衛
援助法의 各規定, 條件

Assistance.

subject to all of the terms, conditions and termination provisions, of the Mutual Defense Assistance Act of 1949, and such other applicable United States laws as may hereafter come into effect. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

Use of assistance.

2. The Government of the Republic of Korea undertakes to make effective use of assistance received pursuant to paragraph 1 of this Article for the purposes for which such assistance was furnished, and that Government will not, without the prior consent of the Government of the United States, devote assistance so furnished to purposes other than those for which it was furnished.

Non-transfer of equipment, materials, etc.

3. The Government of the Republic of Korea undertakes not to transfer to any person not an officer or agent of such Government, or to any other nation, title to or possession of any equipment, materials, or services, pursuant to paragraph 1, without the prior consent of the Government of the United States.

ARTICLE II.

In the event that Article VIII of the Economic Cooperation Agreement between the Government of the Republic of Korea

約定又終了規定과今後
施行될其他美國法令에
依據할수. 兩國政府
이隨時至本項의規定을
實行할수必要한詳細한
調整한協議할수.

2. 大韓民國政府이 本
條第一項의 依附의 權限은
援助는 工供與目的를 為
할수 有效히 使用할수
며 美國政府이 事前承
諾의 故이는 援助供與目
的以外의 他目的를 為할
수 流用할지 除了及量公
約할수.

3. 大韓民國政府이 美國
政府이 事前承諾의 故이
第一項의 規定을 遵守할
乃至勞力의 所有權과 占有
權을 韓國政府이 官員이나
代表者外 他人個人이나 其
他國家의 移讓할지 除了
及量公約할수.

第二條

韓國서울에서 一九四八年十二月
十日 大韓民國政府이 美國

and the Government of the United States, signed on December 10, 1948 at Seoul, Korea, shall cease to be in force prior to the termination of this Agreement, the Government of the Republic of Korea will, for so long as this Agreement remains in force, 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 of America as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Korea. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Korea.

ARTICLE III

1. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.
2. Each Government will take such security measures as may be agreed between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or in-

政府間에 調印한 經濟協
調協定 第八條外 本協
定終了前에 失效할 때
이大韓民國은 本協定의 有
效期間內에 之合意한 조
件에 約定에 依하야 美國이
資源缺乏又는 缺乏可能
性으로 因하야 要求하니
韓國內에 以求得若干以
原料品及 半製品을 所定
期間中에 所定量을 生產
하니 美國政府에게 이를
讓度하王니 便宜를 圖謀
한다.

이러한 讓度와 調整에 以
서는 韓國의 國內 使用와
商業輸出用에 少要한 通
常批量을考慮한다.

第三條

1. 各政府의 保安上支障이 없을
限本協定에 依하니 還營의
事業을 公表하고 適當한 措置
를 取하니.
2. 各政府의 本協定에 依하니
相對方政府에 提供하는 용품
技術又는 情報의 機密이 發露
되거나 漏洩되는 防止하기
위하니 兩政府協議下에

62 Stat., pt. 3, p. 3793.

Information to public.

Security.

formation furnished by the other Government pursuant to this Agreement.

安全保障方違을取한다

ARTICLE IV

Patent, etc., claims.

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement. In such negotiations, consideration shall be given to including an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this Agreement.

第四條

兩國政府는一方이要請할
時에는 本協定下에 提供된
機具, 物資又는 技術에
關한 説明, 加工, 技術
情報及其他 法律의 保護하
는 財產의 專賣特許權과
類似한 要求權에 對하야 適당
한 調整을 協議한다.
이對此協議에 있어서 각政府
는各自國民의 前記要求와
工管轄區域內에서 發生한
는 本協定國이 아닌 外國
國民의 要求에 對하야 責
任을 진다는 公約를 協議事
項에 包含한 점을 考慮한다.

ARTICLE V

Exemption from taxation.

The Government of the Republic of Korea will, except as otherwise agreed to, grant duty-free treatment and exemption from internal taxation upon importation or exportation of products, property, materials or equipment imported into its territory in connection with this Agreement.

第五條

大韓民國政府는 다른 協定
의 款項에 本協定에 關聯
하는 國內로 輸入하는 製品
財產, 資材乃至 機具의 輸入
又는 輸出에 關稅와 國外
課稅를 免除한다.

ARTICLE VI

Consultation.

1. The two Governments will, upon

第六條

1.兩國政府는一方政府의

the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of the Republic of Korea will accord, to duly authorized United States representatives, facilities freely and fully to observe the utilization of assistance furnished pursuant to this Agreement.

ARTICLE VII

The two Governments recognize their mutual interest, consistent with mutual security and recovery objectives, in effective controls over the export of war-potential materials, equipment, and, in so far as practicable, technical data; and the two Governments will consult with a view to taking measures for the accomplishment of these ends.

ARTICLE VIII

1. This Agreement shall enter into force upon signature and will continue in force until three months after the receipt by either party of written notice of the intention of the other party to terminate it. This Agreement shall be submitted to the Korean National Assembly for ratification.

2. This Agreement shall be regis-

要請의 有時에 本協定
適用及本協定에 依하여 行한
運營又는 調整에 関한事項에
對하야 相議한다

2. 大韓民國政府는 正式美國代表
가 本協定에 依하여 提供及援助
의 利用狀態를 自由로 또 充分
히 觀察할 수 있는 便宜를 提供한
다

Facilities.

第七條

兩國政府는 相互安全及復興目的
을 為하야 戰力資材. 機具及 可能한範圍內의 技術資料等의 輸出에 關하여 有效統制를 行함
에 相互關心이 있음을 認定하며
兩國政府는 이 러한 目的을達成
함에 必要한 對策을樹立하기 為
하야 協議한다

第八條

1. 本協定은 雙方代表의 署名
同時에 效力가 發生하되 一方政
府가 相對方에게서 本協定을 終
了하려는 意思의 書面通知를 受取
한 後三個月까지 有效하다
本協定은 大韓民國國會의 認
准을 要한다

Entry into force.

2. 本協定은 國際聯合憲章第

Registration.

59 Stat. 1052.

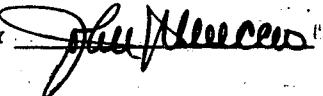
tered with the Secretary General of the United Nations in compliance with the provisions of Article 102 of the Charter of the United Nations.

Prevailing text.

Done in duplicate, in the English and Korean languages, at Seoul, Korea, on this 26th day of January 1950. The English and Korean texts shall have equal force, but in case of divergence, the English text shall prevail.

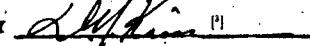
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

FOR THE GOVERNMENT OF THE UNITED STATES:

BY 

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

BY 

BY 

[SEAL]

百條規定에 의한 국제
聯合事務總長에게 提出登
錄한다

本協定은 一九五〇年一月
二十六日 韓國서울에서 韓國文及
英文으로 認可를 作成한다
韓國本文과 美本文은 同一한
效力를 有하나 相異가 有할 때
는 美本文에 依한다
右署立證 카 為 하여 兩國政府의
正式代表者가 本協定에 調印
한다

美國代表

大韓民國政府代表

장성모

김도연

¹John J. Muccio.
²S. M. Sihm.
³D. Y. Kim.

AUSTRIA

ECONOMIC COOPERATION

Agreement effected by exchange of notes signed at Washington October 21 and November 30, 1949, and February 20, 1950; entered into force February 20, 1950.

TIAS 2020
Oct. 21 and
Nov. 30, 1949,
and Feb. 20,
1950

The Under Secretary of State to the Austrian Minister

DEPARTMENT OF STATE
WASHINGTON
Oct 21 1949

SIR:

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 Austria, signed at Vienna, on July 2, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

62 Stat., pt. 2,
pp. 2137, 2146.
63 Stat. 50; 62 Stat.
137.
22 U. S. C. § 1501
et seq.

1. The Government of Austria has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any schillings or credits in schillings assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such schillings or credits in schillings.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement shall be applied to all deposits made pursuant

62 Stat. 1054.

to paragraphs 2 (b) and (c) of that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

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

For the Secretary of State:

JAMES E. WEBB

Under Secretary

The Honorable

LUDWIG KLEINWAECHTER,
Minister of Austria.

The Secretary of State to the Austrian Minister

DEPARTMENT OF STATE

WASHINGTON

Nov 30 1949

SIR:

I have the honor to refer to the Department's note of October 21, 1949, and to confirm the further understanding reached as a result of conversations between representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and Austria, signed at Vienna, on July 2, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. The further understanding referred to is as follows:

62 Stat., pt. 2, p. 2141.

"It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (C) for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Austria of the indicated 'dollar costs' of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification."

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

For the Secretary of State:

GEORGE W. PERKINS

The Honorable

LUDWIG KLEINWAECHTER,
Minister of Austria.

*The Austrian Minister to the Secretary of State*AUSTRIAN LEGATION
WASHINGTON, D. C.

Ref. No. 23/res/50

The Minister of Austria presents his compliments to the Honorable the Secretary of State and with reference to his note No. 116/res of December 12, 1949 [¹] has the honor to inform him that the Austrian Federal Government agrees to the provisions as stated in the Notes of the Department of State of October 21 and November 30, 1949 relating to the Economic Cooperation Agreement between Austria and the United States of America, signed at Vienna, on July 2, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948.

With reference to the note of November 30, 1949 the Minister of Austria has been directed to state that it has been agreed with the Economic Cooperation Administration concerning the devaluation of the Austrian Schilling effected on November 22, 1949 to consider the disbursement period beginning December 1, 1949 as the first period for the application of the new exchange rates.

WASHINGTON, D. C., February 20, 1950

L K

The Honorable
THE SECRETARY OF STATE
Department of State
Washington, D. C.

¹ Not printed.

DENMARK

ECONOMIC COOPERATION

TIAS 2022
Feb. 7, 1950

Agreement amending the agreement of June 29, 1948. Effectuated by exchange of notes signed at Washington February 7, 1950; entered into force February 7, 1950.

The Secretary of State to the Danish Ambassador

DEPARTMENT OF STATE

WASHINGTON

February 7, 1950

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 Denmark, signed at Copenhagen on June 29, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Denmark has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.
3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any Danish kroner or credits in Danish kroner assigned or transferred to it pursuant to section 111(b)(3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Danish kroner or credits in Danish kroner.
4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant

^{62 Stat., pt. 2,}
^{pp. 2199, 2219.}

^{63 Stat. 50; 62 Stat.}
^{137.}
^{22 U. S. C. § 1501 et}
^{seq.}

to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

62 Stat. 1054.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

His Excellency

HENRIK DE KAUFFMANN,

Ambassador of Denmark.

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

DANISH EMBASSY
WASHINGTON 8, D. C.

FEBRUARY 7, 1950

SIR:

I have the honor to acknowledge the receipt of your note of February 7, 1950, which reads as follows:

"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 Denmark, signed at Copenhagen on June 29, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Denmark has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any Danish kroner or credits in Danish kroner assigned or transferred to it pursuant to section 111(b)(3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Danish kroner or credits in Danish kroner.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply..

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

(signed) Dean Acheson"

In reply I have the honor to confirm to you that the provisions set forth in the said note are acceptable to the Government of Denmark and that they agree with your proposal that your note and this reply constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of this note.

Accept, Sir, the assurances of my highest consideration.

A HESSELLUND-JENSEN

Charge d'Affaires a. i.

The Honorable

DEAN ACHESON

Secretary of State

Department of State

Washington, D. C.

FRANCE

ECONOMIC COOPERATION

Agreement amending the agreement of June 28, 1948. Effectuated by exchange of notes signed at Washington January 9, 1950; entered into force January 9, 1950.

TIAS 2023
Jan. 9, 1950

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON
January 9, 1950

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 France, signed at Paris, on June 28, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I should like to confirm with you that the following are the understandings reached as a result of these conversations:

<sup>62 Stat., pt. 2,
pp. 2223, 2235.</sup>

<sup>63 Stat. 50; 62 Stat.
137.
22 U. S. C. § 1501 et seq.</sup>

1. The Government of France has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any francs or credits in francs assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such francs or credits in francs.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement shall be applied to all deposits made pursuant to paragraphs 2 (b) and (c) of that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

^{62 Stat. 1054.}

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (c) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of France of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

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

DEAN ACHESON

His Excellency

HENRI BONNET,

French Ambassador.

The French Ambassador to the Secretary of State

AMBASSADE DE FRANCE
AUX ETATS-UNIS

CM/sd
No 11

WASHINGTON, le 9 janvier 1950

MONSIEUR LE SECRÉTAIRE D'ETAT,

Par lettre en date de ce jour, vous avez bien voulu appeler mon attention sur certains amendements à la Loi de Coopération Economique de 1948.

J'ai l'honneur de vous faire savoir que le Gouvernement français prend acte des modifications apportées à la législation des Etats-Unis en matière de coopération économique par la Loi no. 47 des Etats-Unis d'Amérique 81ème Congrès amendant la Loi de Coopération Economique de 1948 et que mon Gouvernement n'a pas d'objection, dans l'exécution de l'accord bilatéral signé à Paris le 26 juin 1948 entre la France et les Etats-Unis d'Amérique, à mettre immédiatement en application les dispositions nouvelles indiquées dans votre communication précitée.

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

H BONNET

L'Honorable

DEAN ACHESON

Secrétaire d'Etat

Washington, D. C.

Translation

EMBASSY OF FRANCE
IN THE UNITED STATES

CM/sd
No. 11

WASHINGTON, January 9, 1950

MR. SECRETARY OF STATE:

In a letter dated today you have pointed out to me certain amendments to the Foreign Assistance Act of 1948.

I have the honor to inform you that the French Government takes cognizance of the amendments to the laws of the United States with regard to economic cooperation as embodied in Law No. 47 of the 81st Congress of the United States of America, which amends the Foreign Assistance Act of 1948, and that my Government has no objection to the immediate application of the new provisions set forth in your aforementioned communication, in execution of the bilateral agreement signed at Paris on June 26, 1948, [1] between France and the United States of America.

62 Stat., pt. 2, p. 2223.

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

H BONNET

His Excellency

DEAN ACHESON

*Secretary of State
Washington, D. C.*

¹ Should read "June 28, 1948".

ICELAND

ECONOMIC COOPERATION

TIAS 2026
Feb. 7, 1950

Agreement effected by exchange of notes signed at Washington February 7, 1950; entered into force February 7, 1950.

The Secretary of State to the Icelandic Minister

DEPARTMENT OF STATE
WASHINGTON

February 7, 1950

SIR:

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 Iceland, signed at Reykjavik on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Iceland has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any Icelandic kronur or credits in Icelandic kronur assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Icelandic kronur or credits in Icelandic kronur.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

62 Stat. 1054.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Iceland of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Iceland, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

The Honorable
THOR THORS,
Minister of Iceland.

The Icelandic Minister to the Secretary of State

LEGATION OF ICELAND
WASHINGTON 6, D. C.

7TH FEBRUARY, 1950.

SIR:

I have the honor to acknowledge the receipt of your note of February 7th, which reads as follows:-

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and Iceland, signed at Reykjavik on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Iceland has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation

Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any Icelandic kronur or credits in Icelandic kronur assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Icelandic kronur or credits in Icelandic kronur.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Iceland of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Iceland, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

In reply, I have the honor to confirm to you that the provisions set forth in the said note are acceptable to the Government of Iceland and that they agree with your proposal that your note and this reply constitute an agreement between our two Governments on this subject; the agreement to enter into force on the date of this note.

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

THOR THORS.

The Honorable

DEAN ACHESON,

Secretary of State,

Washington 25, D. C.

IRELAND

ECONOMIC COOPERATION

Agreement amending the agreement of June 28, 1948. Effectuated by exchange of notes signed at Washington February 17 and 18, 1950; entered into force February 18, 1950.

TIAS 2027
Feb. 17, 18,
1950

The Secretary of State to the Irish Minister

DEPARTMENT OF STATE
WASHINGTON
February 17, 1950

SIR:

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 Ireland, signed at Dublin, on June 28, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

⁶² Stat., pt. 2,
pp. 2407, 2418.

1. The Government of Ireland has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

⁶³ Stat. 50; 62 Stat.
137.
²² U. S. C. § 1501 et seq.

2. Whenever reference is made in any of the articles of the Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III, of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any Irish pounds or credits in Irish pounds assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes a recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Irish pounds or credits in Irish pounds.

4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance

62 Stat. 1054.

furnished under authority of the Foreign Aid Appropriation Act, 1949.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Ireland of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

6. Upon the receipt of a note indicating that the foregoing provisions are acceptable to the Government of Ireland, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

The Honorable

SEAN NUNAN,

Minister of Ireland.

The Irish Minister to the Secretary of State

IRISH LEGATION

WASHINGTON, D. C.

18th February, 1950.

SIR:

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 Ireland, signed at Dublin, on June 28, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Ireland has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of the Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it

shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III, of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any Irish pounds or credits in Irish pounds assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes a recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Irish pounds or credits in Irish pounds.

4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Ireland of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

6. The foregoing provisions are acceptable to the Government of Ireland and the Government of Ireland considers that your Note of the 17th February and this Note constitute an agreement between the two Governments on this subject, the agreement to enter in to force on the date of this Note.

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

SEAN NUNAN

The Honorable,

THE SECRETARY OF STATE,
Washington, D. C.

ITALY

ECONOMIC COOPERATION

TIAS 2028
Feb. 7, 1950

Agreement effected by exchange of notes signed at Washington February 7, 1950; entered into force February 7, 1950.

The Secretary of State to the Italian Ambassador

DEPARTMENT OF STATE
WASHINGTON

February 7, 1950

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 Italy, signed at Rome on June 28, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of U. S. Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Italy has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.
3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any lire or credits in lire assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such lire or credits in lire.
4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to paragraphs 2 (b) and (c) of that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

<sup>62 Stat., pt. 2,
pp. 2421, 2446.</sup>

<sup>63 Stat. 50; 62 Stat.
137.
22 U. S. C. § 1501 et
seq.</sup>

^{62 Stat. 1054.}

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Italy, the Government of the United States of America will consider that this note and your reply thereto constitute an amendment to the Economic Cooperation Agreement between the two Governments signed at Rome on June 28, 1948.

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

DEAN ACHESON

His Excellency

Signor ALBERTO TARCHIANI,
Ambassador of Italy.

The Italian Ambassador to the Secretary of State

ITALIAN EMBASSY
WASHINGTON, D. C.

1326

FEBRUARY 7, 1950

DEAR MR. SECRETARY:

I have the honor to refer to your kind letter of February 7th, 1950 and to the understandings reached as a result of 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 Italy, signed at Rome on June 28, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of U. S. Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948.

With reference thereto, I wish to confirm the above mentioned understandings as follows:

1. The Government of Italy has expressed its adherence to the purpose and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the Articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any lire or crédits in lire assigned or transferred to it pursuant to Section 111(b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition

that the Government of the United States will be subrogated to any right, title, claim, or cause of Action existing in connection with such lire or credits in lire.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to paragraph 2 (b) and (c) of that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

The Government of Italy considers that your Note and this reply effectively amend the Economic Cooperation Agreement between the Italian and the United States Governments of June 28, 1948. This amendment enters into force on the date of this Note.

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

TARCHIANI

The Honorable DEAN ACHESON

Secretary of State

Washington, D. C.

LUXEMBOURG

ECONOMIC COOPERATION

*Agreement amending the agreement of July 3, 1948. Effectuated by exchange
of notes signed at Washington January 17 and 19, 1950; entered into force
January 19, 1950.*

TIAS 2030
Jan. 17, 19,
1950

The Secretary of State to the Luxembourg Minister

DEPARTMENT OF STATE
WASHINGTON
January 17, 1950

SIR:

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 Luxembourg, signed at Luxembourg, on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

62 Stat., pt. 2,
pp. 2451, 2473.

63 Stat. 50; 62 Stat.
137.
22 U. S. C. § 1501 et
seq.

1. The Government of Luxembourg has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.
3. The obligation under paragraph 2 of Article III of the Economic Cooperation Agreement to recognize as the property of the Government of the United States any francs or credits in francs assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such francs or credits in francs.
4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

62 Stat. 1054.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2(B) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the government of Luxembourg of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Luxembourg, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON.

The Honorable
HUGUES LE GALLAIS,
Minister of Luxembourg.

The Luxembourg Minister to the Secretary of State

LÉGATION DU GRAND-DUCHÉ
DE LUXEMBOURG
WASHINGTON, D. C.

January 19, 1950

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 Luxembourg, signed at Luxembourg, on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Luxembourg has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The obligation under paragraph 2 of Article III of the Economic Cooperation Agreement to recognize as the property of the Government of the United States any francs or credits in francs assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such francs or credits in francs.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (B) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Luxembourg of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

The Government of Luxembourg considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

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

HUGUES LE GALLAIS

The Honorable

DEAN ACHESON

Secretary of State

NORWAY

ECONOMIC COOPERATION

TIAS 2032
Jan. 17, 1950

Agreement amending the agreement of July 3, 1948. Effected by exchange of notes signed at Washington January 17, 1950; entered into force January 17, 1950.

The Secretary of State to the Norwegian Ambassador

DEPARTMENT OF STATE

WASHINGTON

January 17, 1950

EXCELENCY:

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 Government of the United States of America and the Government of Norway, signed at Oslo on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

62 Stat., pt. 2,
pp. 2514, 2537.

63 Stat. 50; 62 Stat.
137.
22 U. S. C. § 1501 et
seq.

1. The Government of Norway has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of the Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III, of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any Norwegian kroner or credits in Norwegian kroner assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Norwegian kroner or credits in Norwegian kroner.

4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (B) of the Economic Cooperation

62 Stat. 1054.

Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the government of Norway of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

6. Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Norway, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

His Excellency

WILHELM MUNTHE DE MORGESTIERNE,
Ambassador of Norway.

The Norwegian Ambassador to the Secretary of State

NORWEGIAN EMBASSY
WASHINGTON 7, D. C.

JANUARY 17, 1950.

SIR:

I have the honor to acknowledge the receipt of your note of the 17th January 1950, which reads as follows:

"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 Government of the United States of America and the Government of Norway, signed at Oslo on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Norway has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of the Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III, of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any Norwegian kroner or credits in Norwegian kroner assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Norwegian kroner or credits in Norwegian kroner.
4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.
5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (B) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the government of Norway of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.
6. Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Norway, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

(signed) Dean Acheson".

In reply I have the honor to confirm to you that the provisions set forth in the said note are acceptable to The Government of Norway and that they agree with your proposal that your note and this reply constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of this note.

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

W. MORGENSTIERNE

His Excellency

DEAN ACHESON,

Secretary of State

PORTUGAL

ECONOMIC COOPERATION

Agreement, amending the agreement of September 28, 1948. Signed at Lisbon February 14, 1950; entered into force February 14, 1950.

TIAS 2033
Feb. 14, 1950

REVISION OF ECONOMIC COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND PORTUGAL

The Governments of the United States of America and Portugal:
Desiring to amend the Economic Cooperation Agreement between them, signed at Lisbon, September 28, 1948:

Recognizing that the Government of Portugal has expressed its adherence to the purposes and policies of the Economic Cooperation Act, 1948, as heretofore amended:

Have agreed to amend the Economic Cooperation Agreement as follows:

1. Delete Paragraph 1, Article I, and insert in its place the following:
"1. The Government of the United States of America undertakes to assist Portugal by making available to the Government of Portugal or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, Acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of Portugal only such commodities, services and other assistance as are authorized to be made available by such Acts."

2. Delete the word "and" appearing after the semicolon at the end of subparagraph 1. (a) (i) of Article II. Insert the word "and" after the semicolon at the end of subparagraph 1. (a) (ii). Insert a new subparagraph 1. (a) (iii) to read as follows:

"To the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European Recovery, assets and earnings therefrom, which belong to nationals of Portugal and which are situated within the United States of

62 Stat., pt. 3, p. 285

62 Stat. 137.
22 U. S. C. § 1501
seq.

America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of Portugal to dispose of such assets;"

3. After the semicolon at the end of paragraph 1. (b) of Article II insert the following:

"and when desired by the Government of the United States of America, to communicate to that Government detailed proposals for specific projects contemplated by the Government of Portugal to be undertaken in substantial part with assistance made available pursuant to this agreement, including, whenever practicable, projects for increased production of transportation facilities and food;"

4. Change the number of paragraph 1. (c) of Article II to paragraph 1. (d) and insert a new paragraph 1. (c) to read as follows:

"To assure the stability of its currency, the validity of its rate of exchange, the balance of the governmental budget and its internal financial stability and generally assure confidence in its monetary system;"

5. At the end of paragraph 2 of Article III change the period to a comma and insert "and the Government of the United States of America will be subrogated to any right, title, claim or cause of action existing in connection with such escudos or credits in escudos."

6. Change the number of present Article IV to Article V. Delete present paragraph 2 of that Article and insert in its place the following paragraphs 2 and 3.

"2. Recognizing the principle of equity in respect to the drain upon the natural resources of the United States of America and of the participating countries, the Government of Portugal will, when so requested by the Government of the United States of America, negotiate where applicable (a) a future schedule of minimum availabilities to the United States of America for future purchase and delivery of a fair share of materials originating in Portugal which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources at world market prices so as to protect the access of United States industry to an equitable share of such materials either in percentages of production or in absolute quantities from Portugal, with due regard to the special needs of Portuguese industry and to obligations to other countries undertaken in prior agreements, (b) arrangements providing suitable protection for the right of access for any citizen of the United States of America or any corporation, partnership, or other association created under the laws

of the United States of America or of any state or territory thereof and substantially beneficially owned by citizens of the United States of America, in the development of such materials on terms of treatment equivalent to those afforded to the nationals of Portugal, and (c) an agreed schedule of increased production of such materials where practicable in Portugal and for delivery of an agreed percentage of such increased production to be transferred to the United States of America on a long term basis in consideration of assistance furnished by the United States of America under this agreement, with due regard to the essential needs of Portuguese industry.

"3. The Government of Portugal, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this article in respect of materials originating outside of Portugal."

7. Add new Article IV entitled (Local Currency) to read as follows:

"1. The provisions of this article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

"2. The Government of Portugal will establish a special account in the Bank of Portugal in the name of the Government of Portugal (hereinafter called the Special Account) and will make deposits in escudos to this account in amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services, and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to the Government of Portugal on a grant basis by any means authorized under the Economic Cooperation Act of 1948. The Government of the United States of America shall from time to time notify the Government of Portugal of the indicated dollar cost of any such commodities, services and technical information, and the Government of Portugal will thereupon deposit in the special account a commensurate amount of escudos computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund; provided that this agreed value is the single rate applicable to the purchase of dollars or imports into Portugal. If at the time of notification a par value for the escudo is agreed with the Fund and there are one or more other rates applicable to the purchase of dollars for imports into Portugal, or, if at the time of notification no par value for the escudo is agreed with the Fund, the rate or rates for this particular purpose shall be mutually agreed upon between the Government of Portugal and the Government of the United States of America. The Government of Portugal may at any time make advance deposits in the special

Local Currency.

Special Account.

account which shall be credited against subsequent notifications pursuant to this paragraph.

"3. The Government of the United States of America will from time to time notify the Government of Portugal of its requirements for administrative expenditures in escudos within Portugal incident to operations under the Economic Cooperation Act of 1948, and the Government of Portugal will thereupon make such sums available out of any balances in the special account in the manner requested by the Government of the United States of America in the notification.

"4. Five percent of each deposit made pursuant to this article shall be allocated to the Government of the United States of America for its expenditures in Portugal, and sums made available pursuant to paragraph 3 of this article shall first be charged to the amounts allocated under this paragraph.

"5. The Government of Portugal will further make such sums of escudos available out of any balances in the special account and may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in Portugal to the consignee's designated point of delivery in Portugal of such relief supplies and packages as are referred to in article VI.

"6. The Government of Portugal may draw upon any remaining balance in the special account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Portugal for drawings from the special account, the Government of the United States of America will take into account the need for assuring internal monetary and financial stabilization in Portugal and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within Portugal, including in particular:

(a) Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of Portugal and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development.

(b) Expenditures upon the exploration of and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

(c) Effective retirement of the national debt, especially debt held by the Bank of Portugal or other banking institutions.

"7. Any unencumbered balance, other than unexpended accounts allocated under paragraph 4 of this article, remaining in the special account on June 30, 1952, shall be disposed of within Portugal for such purposes as may hereafter be agreed between the Governments of the United States of America and Portugal, it being understood that the agreement of the United States of America shall be resubject to approval by act or joint resolution of the Congress of the United States of America."

62 Stat., pt. 3, p. 2859.

8. Change the number of present Article V to Article VI.

9. Change the number of Article VI to Article VII and change the reference in paragraph 3 thereof from Article IV to Article V.

10. Change the number of Article VII to Article VIII, Article VIII to Article IX and Article IX to Article X.

11. Change the number of Article X to Article XI and add thereto the following subparagraph (c).:

"The term 'Economic Cooperation Act of 1948' means 'Economic Cooperation Act of 1948 as heretofore amended'".

12. Change the number of Article XI to Article XII. Delete paragraph 2 and paragraph 3 thereof and insert the following:

"2. If, during the life of this agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this agreement. If, after three months from such notification, the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this agreement. Then, subject to the provisions of paragraph 3 of this Article, this agreement shall terminate either:

(a) Six months after date of such notice of intention to terminate, or

Termination.

(b) After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Portugal are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice; provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

"3. Subsidiary agreements and arrangements negotiated pursuant to this agreement may remain in force beyond the date of termina-

tion of this agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of Portugal required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article 3 shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America."

13. Change the references in paragraphs 4, 5, 6, 7 and 8 of the annex from Article IV to Article V, Article VI to Article VII, Article VIII to Article IX and Article IX to Article X.

62 Stat., pt. 3, p. 2865.

14. Add a new paragraph 9 to the annex as follows:

"It is understood that the time of notification to which reference is made in Article IV, paragraph 2 for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Portugal of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period be deemed to be the date of the last day of the disbursement period covered by the notification."

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

Done at Lisbon, in duplicate, in the English and Portuguese languages, both texts authentic, this fourteenth day of February, 1950.

[SEAL]

LINCOLN MACVEAGH

[SEAL]

JOSÉ CAEIRO DA MATTIA

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

REVISÃO DO ACORDO BILATERAL DE
COOPERAÇÃO ECONÓMICA ENTRE PORTUGAL E OS
ESTADOS UNIDOS DA AMÉRICA

O Governo Português e o Governo dos Estados Unidos da América:
Desejando modificar o Acordo de Cooperação Económica, assinado
entre os dois países, em Lisboa, a 28 de Setembro de 1948;

Reconhecendo que o Governo Português deu já a sua adesão aos
objectivos e princípios da Lei de Cooperação Económica de 1948, com
as suas alterações;

Acordaram em modificar o Acordo de Cooperação Económica, nos
termos seguintes:

1. Suprimir o parágrafo 1 do Artigo I, e inserir no seu lugar o
seguinte:

"1. O Governo dos Estados Unidos da América compromete-se a
auxiliar Portugal, pondo a sua assistência à disposição do Governo
Português ou de qualquer pessoa, agência ou organização por este
último designada, quando a mesma lhe fôr solicitada pelo Governo
Português e aprovada pelo Governo dos Estados Unidos da América.
O Governo dos Estados Unidos da América prestará esta assistência,
nos termos, condições e prazo de duração da Lei de Cooperação
Económica de 1948 e suas leis modificativas e complementares, e leis
referentes às atribuições de verbas dela resultantes, e sómente forne-
cerá ao Governo Português as mercadorias, serviços e outra assistência
que tais leis autorizem a prestar.

2. Suprimir a palavra "e" que aparece depois do ponto e vírgula,
depois do sub-parágrafo 1. (a) (i) do artigo II. Inserir a palavra
"e" depois do ponto e vírgula, no fim do sub-parágrafo 1. (a) (ii).
Inserir um novo sub-parágrafo 1. (a) (iii), nos seguintes termos:

"Na medida do possível, disposições para localizar, identificar e
dar a aplicação apropriada, de acordo com o programa comum de
Recuperação Europeia, aos bens e rendimentos deles provenientes,
que pertençam a cidadãos portugueses e que estejam situados nos
Estados Unidos da América, seus territórios ou possessões.

Nada nesta cláusula impõe ao Governo dos Estados Unidos da América a obrigação de colaborar na execução daquelas medidas, nem ao Governo Português de dispôr de tais bens.

3. Depois do ponto e vírgula, no fim do parágrafo 1. (b) do artigo II, inserir o seguinte:

"e quando o Governo dos Estados Unidos da América o desejar, comunicar-lhe propostas detalhadas de projectos específicos encarados pelo Governo Português para serem realizados, em parte substancial, com a ajuda oferecida de harmonia com este acôrdo, incluindo, sempre que possível, projectos de aumento de facilidades de transporte e de produção de alimentos;"

4. Mudar o número do parágrafo 1. (c) do Artigo II para parágrafo 1. (d) e inserir um novo parágrafo 1. (c), com a seguinte redacção:

"Assegurar a estabilidade da sua moeda e uma taxa de câmbio válida, o equilíbrio do orçamento, a estabilidade financeira interna e, de uma maneira geral, a confiança no seu sistema monetário;"

5. No fim do parágrafo 2 do Artigo III substituir o ponto final por uma vírgula e inserir "e o Governo dos Estados Unidos da América ficará subrogado em qualquer direito, título, reclamação ou causa de acção existente em relação com tais escudos ou créditos em escudos."

6. Mudar o número do presente Artigo IV para Artigo V. Anular o presente parágrafo 2 dêssse artigo e inserir em seu lugar os seguintes parágrafos 2 e 3:

"2. Reconhecendo o princípio de equidade no que respeita ao escoamento dos recursos naturais dos Estados Unidos da América e dos países participantes, o Governo Português, quando o Governo dos Estados Unidos da América o solicitar, negociará, nos casos apropriados (a) um plano estabelecendo disponibilidades mínimas, para posteriores vendas e entregas aos Estados Unidos da América, de uma parte razoável de mercadorias, originárias de Portugal, que sejam pedidas por aquele país, em consequência da deficiência efectiva ou potencial dos seus recursos próprios, aos preços do mercado mundial, de maneira a facilitar a aquisição em Portugal, pela indústria dos Estados Unidos da América, duma parte equitativa de tais mercadorias em percentagens de produção ou em quantidades absolutas, ressalvadas as necessidades próprias da indústria portuguesa e os compromissos assumidos com outros países em anteriores Acordos; (b) acordos estabelecendo protecção adequada ao direito de aquisição, por qualquer cidadão dos Estados Unidos da América ou por qualquer corporação, sociedade, ou outra associação, criada nos termos das leis dos Estados Unidos da América ou de qualquer dos seus estados ou

territórios, e que sejam substancialmente propriedade de cidadãos dos Estados Unidos da América, de tais mercadorias, em regime equivalente ao que, nos termos da lei geral, é reconhecido aos cidadãos portugueses; e, (c) um plano acordado para aumento de produção, quando seja possível, de tais materiais, em Portugal, e entrega de uma percentagem acordada do mesmo aumento de produção para ser transferida para os Estados Unidos da América, numa base a longo prazo, tendo em consideração a assistência prestada pelos Estados Unidos da América de harmonia com o presente acôrdo, ressalvadas as necessidades essenciais da indústria portuguesa.

"3. O Governo Português, a pedido do Governo dos Estados Unidos da América, cooperará e tomará as medidas apropriadas que se tornem necessárias à execução das disposições dos parágrafos 1 e 2 dêste artigo, no que diz respeito aos produtos de origem não portuguesa."

7. Acrescentar um novo Artigo IV intitulado "Moeda Local", com a seguinte redacção:

"1. As disposições dêste artigo aplicar-se-ão únicamente no que respeitar à assistência que possa ser prestada pelo Governo dos Estados Unidos da América, a título de dádivas.

¶ "2. O Governo Português terá uma conta especial em seu nome, no Banco de Portugal, (a que se dará o nome de Conta Especial), na qual abrirá créditos em escudos em quantidades equivalentes às importâncias em dólares que o Governo dos Estados Unidos da América dispende com as mercadorias, serviços e informação técnica (incluindo quaisquer despesas de processo, armazenagem, transporte, reparação ou outros serviços inerentes) fornecidas ao Governo Português a título de dádivas e sempre de harmonia com a Lei de Cooperação Económica de 1948. O Governo dos Estados Unidos da América informará de tempos a tempos o Governo Português acerca do preço em dólares das mercadorias, serviços e informação técnica, aítraz mencionadas, e o Governo Português depositará acto contínuo na conta especial a importância equivalente em escudos, à paridade que, naquela data, estiver acordada com o Fundo Monetário Internacional, desde que o valor acordado seja a única taxa aplicável à compra de dólares ou de importações realizadas por Portugal.

Se, no momento da notificação, estiver acordada com o Fundo uma paridade para o escudo e houver uma ou mais taxas aplicáveis à compra de dólares destinados a importações a realizar por Portugal, ou se, no momento da notificação não estiver acordada com o Fundo uma paridade para o escudo, a taxa ou taxas para êste caso especial deverá ser estabelecida por mútuo acôrdo entre o Governo Português e o Governo dos Estados Unidos da América. O Governo Português pode, em qualquer altura, fazer depósitos antecipados na conta espe-

cial, os quais serão creditados contra subsequentes notificações, de acordo com o presente parágrafo.

"3. O Governo dos Estados Unidos da América notificará de quando em quando o Governo Português das suas necessidades para despezas administrativas em escudos a efectuar em Portugal referentes a operações previstas na Lei de Cooperação Económica de 1948 e o Governo Português tornará disponíveis em seguida tais quantias dos saldos existentes na conta especial conforme fôr pedido pelo Governo dos Estados Unidos da América na sua notificação.

"4. Cinco por cento de cada depósito efectuado segundo as normas estabelecidas neste artigo ficará à ordem do Governo dos Estados Unidos da América, para as suas despesas em Portugal, e as quantias postas à sua disposição nos termos do parágrafo 3. deste artigo serão primeiro satisfeitas pelas quantias atribuídas nos termos deste parágrafo.

"5. O Governo Português porá ainda à disposição as quantias em escudos, provenientes de créditos na conta especial, qua forem necessárias para cobrir as despesas (incluindo as portuárias, de armazenagem, de estiva e outras semelhantes) de transporte de qualquer ponto de entrada em Portugal até ao lugar de entrega no mesmo país, designado pelo consignatário, dos fornecimentos e volumes de socorro a que se refere o Artigo VI.

"6. O Governo Português pode sacar sobre qualquer saldo que reste na conta especial para os fins que possam ser ajustados de quando em quando com o Governo dos Estados Unidos da América. Ao apreciar as propostas apresentadas pelo Governo Português para utilização dos saldos retirados da conta especial, o Governo dos Estados Unidos da América tomará em conta a necessidade de assegurar a estabilização monetária e financeira interna em Portugal e a de estimular as actividades produtivas e o comércio internacional, e a exploração e desenvolvimento de novas fontes de riqueza em Portugal, incluindo especialmente:

(a) despesas com projectos ou programas, incluindo as que fazem parte de um programa coordenado para o desenvolvimento da capacidade produtiva de Portugal, e de outros países participantes, e projectos ou programas cujos encargos no estrangeiro estejam sendo cobertos pela assistência prestada pelo Governo dos Estados Unidos da América, nos termos da Lei de Cooperação Económica de 1948 ou de qualquer outro modo, ou por empréstimos do Banco Internacional de Reconstrução e Fomento;

(b) despesas com a exploração e fomento da produção adicional de materiais que possam ser necessários nos Estados Unidos da América

em virtude de deficiências ou de deficiências potenciais dos recursos dos Estados Unidos da América, e

(c) reembolso da dívida pública, especialmente da dívida para com o Banco de Portugal ou outras instituições bancárias.

"7. Os saldos não utilizados—com exceção das importâncias consignadas nos termos do parágrafo 4. do presente artigo mas não gastas—que subsistam na conta especial à data de 30 de Junho de 1952, serão utilizados em Portugal para os fins que posteriormente venham a ser ajustados entre os Govenos dos Estados Unidos da América e de Portugal, entendendo-se que o acôrdo dos Estados Unidos da América será sujeito a aprovação por uma Lei ou resolução conjunta do Congresso dos Estados Unidos da América.

"8. Mudar o número do presente Artigo V para VI.

"9. Mudar o número do Artigo VI para VII, e mudar a referência feita no parágrafo 3 do Artigo IV para V.

"10. Mudar o número do Artigo VII para VIII, do Artigo VIII para IX e do Artigo IX para X.

"11. Mudar o número do Artigo X para XI e acrescentar o seguinte sub-parágrafo (c):

"A expressão "Lei de Cooperação Económica de 1948" significa "Lei de Cooperação Económica de 1948, com as suas subsequentes emendas".

"12. Mudar o número do Artigo XI para XII. Suprimir os respectivos parágrafos 2 e 3 e inserir os seguintes parágrafos:

"2. Se, durante a vigência deste acôrdo, um dos Govêrnos considerar que houve uma mudança fundamental nas condições básicas do presente acôrdo, dará conhecimento, por escrito, do facto ao outro Govêrno, e os dois Govêrnos consultar-se-ão em seguida com o fim de acordarem nas emendas, modificações ou expiração do acôrdo. Se, passados três meses depois de tal notificação, os dois Govêrnos não tiverem acordado na acção a ser tomada sobre o caso, qualquer dos Governos pode dar conhecimento por escrito ao outro da sua intenção de dar por finda a vigência do Acôrdo. Então, nos termos das disposições do parágrafo 3 deste artigo, o presente acôrdo terminará por uma das seguintes formas:

(a) Seis meses depois da data da referida participação da intenção de dar por finda a vigência do Acôrdo, ou

(b) depois de um período mais curto que possa ser julgado suficiente para assegurar que as obrigações do Govêrno Português serão cumpridas relativamente à assistência que possa continuar a ser fornecida pelo Govêrno dos Estados Unidos da América depois da data de tal participação; fica entendido, contudo, que o Artigo V e o parágrafo 3 do Artigo VII continuarão em vigor durante os dois anos seguintes

à data da notificação da intenção de dar por findo o Acôrdo, mas não depois de 30 de Junho de 1953.

"3. Os acordos e arranjos subsidiários negociados de harmonia com o presente Acôrdo podem permanecer em vigôr para além da data de expiração deste Acôrdo e o período de validade de tais acordos e arranjos subsidiários será regulado pelos seus próprios termos. O Artigo IV permanecerá em vigôr até que todas as importâncias em moeda portuguesa, que devem ser depositadas de acordo com os seus próprios termos, tenham sido utilizadas pela forma prevista naquele artigo. O parágrafo 2 do Artigo III permanecerá em vigôr durante o tempo em que os pagamentos de garantia referidos naquele artigo puderem ser feitos pelo Governo dos Estados Unidos da América."

"13. Mudar as referências feitas nos parágrafos 4, 5, 6, 7 e 8 do anexo, do Artigo IV para V, do Artigo VI para VII, do artigo VIII para IX e do Artigo IX para X.

"14. Acrescentar um novo parágrafo 9 ao anexo, concebido nos seguintes termos:

"Fica entendido que o momento da notificação, a que se refere o Artigo IV, parágrafo 2, destinada a determinar a taxa de câmbio que deve ser aplicada no cálculo dos depósitos a efectuar segundo as notificações ao Governo Português das despesas expressas em dólares feitas com as mercadorias, serviços e informação técnica, será, no caso de cada notificação respeitante a um período de desembolso, o da data do último dia do período de desembolso abrangido pela notificação".

EM TESTEMUNHO DO QUE os representantes dos dois Govêrnos, devidamente autorisados para êsse fim, assinaram o presente Acôrdo.

Feito em Lisboa, a 14 de Fevereiro de 1950, em duplicado, nas línguas portuguesa e inglesa, valendo como autênticos os dois textos.

[SEAL]

JOSÉ CAEIRO DA MATTIA

[SEAL]

LINCOLN MACVEAGH

SWEDEN

ECONOMIC COOPERATION

Agreement amending the agreement of July 3, 1948. Effectuated by exchange of notes signed at Washington January 5 and 17, 1950; entered into force January 17, 1950.

TIAS 2034
Jan. 5, 17, 1950

The Secretary of State to the Swedish Ambassador

DEPARTMENT OF STATE
WASHINGTON
January 5, 1950

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 Sweden, signed at Stockholm on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

⁶² Stat., pt. 2,
pp. 2541, 2562.

⁶³ Stat. 50; ⁶² Stat.
^{137.} 22 U. S. C. § 1501 et
seg.

1. The Government of Sweden has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any Swedish kronor or credits in Swedish kronor assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Swedish kronor or credits in Swedish kronor.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Sweden, the Government of the United States of America will consider that this

note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

His Excellency

ERIK BOHEMAN,

Ambassador of Sweden.

The Swedish Ambassador to the Secretary of State

EMBASSY OF SWEDEN
WASHINGTON 8, D. C.

JANUARY 17, 1950.

SIR:

I have the honor to acknowledge the receipt of your note of January 5, 1950, reading as follows:

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and Sweden, signed at Stockholm on July 3, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Sweden has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement to recognition as the property of the Government of the United States of any Swedish kronor or credits in Swedish kronor assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes an obligation to recognize that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such Swedish kronor or credits in Swedish kronor.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Sweden, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply."

I have the honor to state that the Government of Sweden considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

With renewed assurances of my highest consideration, I have the honor to be, Sir,

Your most obedient servant,

ERIK BOHEMAN

The Honorable
DEAN ACHESON
Secretary of State
etc. etc. etc

UNITED KINGDOM

ECONOMIC COOPERATION

TIAS 2036
Jan. 3, 1950

Agreement amending the agreement of July 6, 1948. Effectuated by exchange of notes signed at Washington January 3, 1950; entered into force January 3, 1950.

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE
WASHINGTON
January 3, 1950

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 Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, signed at London on July 6, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

^{62 Stat., pt. 2,}
pp. 2596, 2607.

^{63 Stat. 50; 62 Stat.}
^{137.}
^{22 U. S. C. § 1501 et seq.}

1. The Government of the United Kingdom has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of the Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III, of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any pounds sterling or credits in pounds sterling assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such pounds sterling or credits in pounds sterling.

4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance

furnished under authority of the Foreign Aid Appropriation Act, 1949.

62 Stat. 1054.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (B) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of the United Kingdom of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

6. The Government of the United Kingdom will immediately consult Governments of the territories specified in the schedule to Article XII of the Economic Cooperation Agreement and of the territories to which the Agreement has subsequently been extended in accordance with the provisions of that Article with a view to securing their consent to the extension to them of the present exchange of notes. The Government of the United Kingdom will notify the Government of the United States of America of the extension of the exchange of notes to each territory whose Government gives such consent and the exchange of notes shall extend to that territory upon receipt of the notification by the Government of the United States of America.

7. Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the United Kingdom, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

His Excellency

Sir OLIVER SHEWELL FRANKS, K. C. B., C. B. E.,
British Ambassador.

The British Ambassador to the Secretary of State

BRITISH EMBASSY,
WASHINGTON, D. C.

3rd January, 1950

No. 7
(2254/2/50)

SIR,

I have the honour to acknowledge the receipt of your note of the 3rd January 1950, which reads as follows:-

"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 Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, signed at London on July 6, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of the United Kingdom has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of the Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.
3. The reference in paragraph 2 of Article III, of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any pounds sterling or credits in pounds sterling assigned or transferred to it pursuant to Section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such pounds sterling or credits in pounds sterling.
4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement, shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.
5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (B) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the government of the United Kingdom of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.
6. The Government of the United Kingdom will immediately consult Governments of the territories specified in the schedule to Article

XII of the Economic Cooperation Agreement and of the territories to which the Agreement has subsequently been extended in accordance with the provisions of that Article with a view to securing their consent to the extension to them of the present exchange of notes. The Government of the United Kingdom will notify the Government of the United States of America of the extension of the exchange of notes to each territory whose Government gives such consent and the exchange of notes shall extend to that territory upon receipt of the notification by the Government of the United States of America.

7. Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the United Kingdom, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

(signed) Dean Acheson"

In reply I have the honour to confirm to you that the provisions set forth in the said note are acceptable to His Majesty's Government in the United Kingdom and that they agree with your proposal that your note and this reply constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of this note.

I avail myself of this opportunity to renew to you the assurances of my highest consideration,

OLIVER FRANKS.

The Honourable

DEAN G. ACHESON,

*Secretary of State of the United States,
Washington, D. C.*

TURKEY

ECONOMIC COOPERATION

TIAS 2037
Jan. 31, 1950

*Protocol amending the agreement of July 4, 1948. Signed at Ankara
January 31, 1950; entered into force January 31, 1950.*

PROTOCOL OF AMENDMENT

of the

Economic Cooperation Agreement

signed July 4, 1948

between

The United States of America

and

The Republic of Turkey

The Governments of the United States of America and of the Republic of Turkey:

Desiring to amend the Economic Cooperation Agreement between them, signed at Ankara, July 4, 1948;

Recognizing that the Government of the Republic of Turkey has expressed its adherence to the purposes and policies of the Economic Cooperation Act, 1948, as heretofore amended,

Have agreed to amend the Economic Cooperation Agreement as follows:

1. At the end of paragraph 2 of Article III change the period to a comma and insert "and the Government of the United States of America will be subrogated to any right, title, claim or cause of action existing in connection with such liras or credits in liras".

2. Change the number of the present Article IV to Article V and add a new Article IV, as follows:

"1. The provisions of this article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

"2. The Government of the Republic of Turkey will establish a special account in the Central Bank of the Republic of Turkey in the name of the Government of the Republic of Turkey (hereinafter called the Special Account) and will make deposits in liras to this account in amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities,

62 Stat., pt. 2.
p. 2586.

62 Stat. 137.
22 U. S. O. § 1501 et seq.

services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to the Republic of Turkey on a grant basis by any means authorized under the Economic Cooperation Act of 1948. The Government of the United States of America shall from time to time notify the Government of the Republic of Turkey of the indicated dollar cost of any such commodities, services and technical information, and the Government of the Republic of Turkey will thereupon deposit in the Special Account a commensurate amount of liras computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund; provided that this agreed value is the single rate applicable to the purchase of dollars for imports into the Republic of Turkey. If at the time of notification a par value for the lira is agreed with the Fund and there are one or more other rates applicable to the purchase of dollars for imports into the Republic of Turkey, or, if at the time of notification no par value for the lira is agreed with the Fund, the rate or rates for this particular purpose shall be mutually agreed upon between the Government of the United States of America and the Government of the Republic of Turkey. The Government of the Republic of Turkey may at any time make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.

“3. The Government of the United States of America will from time to time notify the Government of the Republic of Turkey of its requirements for administrative expenditures in liras within the Republic of Turkey incident to operations under the Economic Cooperation Act of 1948, and the Government of the Republic of Turkey will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

“4. Five percent of each deposit made pursuant to this article shall be allocated to the use of the Government of the United States of America for its expenditures in the Republic of Turkey, and sums made available pursuant to paragraph 3 of this article shall first be charged to the amount allocated under that paragraph.

“5. The Government of the Republic of Turkey will further make such sums of liras available out of any balances in the Special Account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in the Republic of Turkey to the consignee's designated point of delivery in the Republic of Turkey of such relief supplies and packages as are referred to in Article VI.

"6. The Government of the Republic of Turkey may draw upon any remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of the Republic of Turkey for drawings from the Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in the Republic of Turkey and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within the Republic of Turkey, including in particular:

(a) expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of the Republic of Turkey and the other participating countries; and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development;

(b) expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States; and

(c) effective retirement of the national debt, especially debt held by the Central Bank of the Republic of Turkey or other banking institutions.

"7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this article, remaining in the Special Account on June 30, 1952, shall be disposed of within the Republic of Turkey for such purposes as may hereafter be agreed between the Governments of the United States of America and the Republic of Turkey, it being understood that the agreement of the United States of America shall be subject to approval by Act or Joint Resolution of the Congress of the United States of America."

3. Change the number of the present Article V to Article VI and add thereto the following paragraph number 2:

"2. The Government of the Republic of Turkey will, when so requested by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into the Republic of Turkey of supplies of relief goods donated to or purchased by United States voluntary nonprofit relief agencies and of relief packages originating in the United States

Facilitation of entry
of relief goods.

of America and consigned to individuals residing in the Republic of Turkey."

4. Change the number of Article VI to Article VII and change the reference in paragraph 3 thereof from Article IV to Article V.

5. Change the number of Article VII to Article VIII, Article VIII to Article IX, and Article IX to Article X.

6. Change the number of Article X to Article XI and amend the text thereof to read as follows:

"As used in this agreement:

Definitions,

(a) the term 'participating country' means

(i) any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) any other country (including any of the Zones of Occupation of Germany, and areas under international administration or control, and the Free Territory of Trieste or either of its Zones) wholly or partly in Europe, together with dependent areas under its administration, for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this agreement.

(b) the term 'Economic Cooperation Act of 1948' means 'The Economic Cooperation Act of 1948, as heretofore amended'."

7. Change the number of Article XI to Article XII; change the references in paragraph 2 thereof from Article IV to Article V and from Article VI to Article VII; and change the text of paragraph 3 thereof to read as follows:

"3. Subsidiary agreements and arrangements negotiated pursuant to this agreement may remain in force beyond the date of termination of this agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of the Republic of Turkey required to be deposited in accordance with its own terms have been disposed of as provided in that article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that article may be made by the Government of the United States of America."

8. Change the references in paragraphs 6, 7, 8 and 9 of the Annex from Article IV to Article V, Article VI to Article VII, Article VIII to Article IX, and Article IX to Article X.

9. Delete the text of paragraph 10 of the Annex and insert in its place the following:

"It is understood that the time of notification to which reference is made in Article IV, paragraph 2 for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of the Republic of Turkey of the indicated dollar cost of commodities, services, and technical information shall, in the case of each notification covering a disbursement period, be deemed to be the date of the last day of the disbursement period covered by the notification."

This protocol enters into force on the date of its signature.

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

DONE at Ankara, in duplicate, in the English and Turkish languages, both texts authentic, this thirty-first day of January, 1950.

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF
UNITED STATES OF AMERICA: THE REPUBLIC OF TURKEY:

WARWICK PERKINS

[SEAL]

Z AKDUR

[SEAL]

Amerika Birleşik Devletleri ile Türkiye Cumhuriyeti
arasında 4 Temmuz 1948 tarihinde imzalanan
Ekonomik İşbirliği Anlaşmasını
tadil eden Protokol .

Amerika Birleşik Devletleri Hükümeti ile Türkiye Cumhuriyeti
Hükümeti:

4 Temmuz 1948 tarihinde Ankara'da imzaladıkları Ekonomik İş-
birliği Anlaşmasının tadilini arzu ederek; ve

Türkiye Cumhuriyeti Hükümetinin, tadil edilmiş son şekli ile
1948 Ekonomik İşbirliği Kanununun gayelerine ve esaslarına iltihak et-
tiğini açıklamış olduğunu göz önünde tutarak;

Ekonomik İşbirliği Anlaşmasını aşağıdaki şekilde tadil etmek
hususunda mutabık kalmışlardır :

"1.- III'inci maddenin 2'nci fıkrası sonundaki nokta virgül
yapılarak "ve Amerika Birleşik Devletleri Hükümeti bu kabil lireler
ve lira alacakları hususunda herhangi bir hakkı, tasarrufa, bir hakkı
talebine veya dava hakkına hâlef olacaktır." ibaresi lisve edilecektir.

2.- IV'ncü maddenin numarası V'e geçirilerek aşağıdaki şekilde
yeni bir IV'ncü madde ilâve edilecektir :

"1.- Bu maddenin hükümleri, ancak Amerika Birleşik Devletleri
Hükümetince hibe esası dairesinde yapılan yardım için tatbik edilecek-
tir.

"2.- Türkiye Cumhuriyeti Hükümeti, Türkiye Cumhuriyet Merkez
Bankasında, Türkiye Cumhuriyeti Hükümeti nemâne hususî bir hesab açacak
(aşağıda "hususî hesab" adı ile anılacaktır), ve 1948 Ekonomik İşbirliği
Kanunu gereğince müsade edilen herhangi bir vasıta ile hibe esası da-
resinde Türkiye Cumhuriyeti emrine verilen emtia, hizmet ve teknik bilgînin

Amerika Birleşik Devletleri Hükümetine mal olduğu bildirilen dolar kıymeti ile, (işleme, depo, nakil, tamir masrafları ve bunlara müteallik diğer servislerin masrafları dahil) mütenasip miktarlarda Türk liralarını bu hesaba yatıracaktır. Amerika Birleşik Devletleri Hükümeti bu kabil emtia, hizmet ve teknik bilgiye karşılığı gösterilen dolar kıymetini zaman zaman Türkiye Cumhuriyeti Hükümetine bildirecek, Türkiye Cumhuriyeti Hükümeti bunun üzerine tebliğat sırasında Milletlerarası Para Fonu ile uyuşulacak başa baş kıymete eşit bir kampanya rayıcılarından hesaplanan mütenasip miktarında Türk lirasını hususî hesaba yatıracaktır; ancak bu uyuşulan kıymetin Türkiye Cumhuriyetine ithal maksadile dolar mîbayaası için tatbik edilen tek rayış olması şarttır. Tebliğat sırasında Türk lirasına mahsus bir başa baş kıymet için Milletlerarası Para Fonu ile uyuşulmuş olmakla beraber Türkiye Cumhuriyetine ithal edilmek maksadile dolar mîbayaası için tatbik edilen başka bir veya birden fazla rayış bulunursa veya tebliğat sırasında Türk lirasına mahsus bir başa baş kıymet için Fon ile uyuşulmamış ise bu maksat için rayış veya rayıcılar Amerika Birleşik Devletleri Hükümeti ile Türkiye Cumhuriyeti Hükümeti arasında karşılıklı olarak kararlaştırılacaktır. Türkiye Cumhuriyeti Hükümeti her zaman hususî hesaba peşinen para yatırbilecek ve bu para işbu fıkra gereğince müahher ihbarlara karşı matlûba kaydedilecektir.

"3.- Amerika Birleşik Devletleri Hükümeti, 1948 Ekonomik İşbirliği Kanunu gereğince yapılan faaliyet ile ilgili olarak Türkiye dahilinde ihtiyar edilecek idari masraflar için ihtiyacı olan Türk liralarını Türkiye Cumhuriyeti Hükümetine zaman zaman tebliğ edecek ve Türkiye Cumhuriyeti Hükümeti bunun üzerine Amerika Birleşik Devletleri Hükümetinin tebliğinde talep olunan şekilde hususî hesaptaki bakiyelerden bu kabil meblağları emre smade tutacaktır."

"4.- Bu maddeye tevkikan yatırılan mevduattan her birinin % 5'i, Türkiye Cumhuriyeti dahilindeki masrafları için kullanılmak

üzere Amerika Birleşik Devletleri Hükümetinin emrine tehsis edilecek, ye bu maddenin 3üncü fıkrası gereğince emre âmade kılınan meblaşlar evvelâ mezkûr fıkrâ gereğince tehsis olunan mikterden tenzil edilecektir.

"5.- Türkiye Cumhuriyeti Hükümeti ayrıca, VI inci maddede zikri geçen yardım malzemesi ile yardım paketlerinin Türkiye Cumhuriyeti dahilindeki herhangi bir giriş noktasından mürsilüllehin Türkiye Cumhuriyeti dahilinde göstereceği teslim noktasına kadar nakliye masraflarını (Liman, depo, hamaliye masrafları ve müsimî masraflar dahil) karşılamak üzere ihtiyaç duyulacak liraları hususî hesapta bakiyelerden emre âmade tutacaktır.

"6.- Türkiye Cumhuriyeti Hükümeti, Amerika Birleşik Devletleri Hükümeti ile zaman zaman uyuşulacak maksatlar için hususî hesapta artan bakiyeden para çekebilecektir. Hususî hesapta para çekmek için Türkiye Cumhuriyeti Hükümeti tarafından ileri sürülen teklifleri incelerken, Amerika Birleşik Devletleri Hükümeti, Türkiye Cumhuriyeti dahilinde nakdi ve melî istikrarı desteklemek veya idame etmek ve Türkiye Cumhuriyeti dahilinde, istihsal faaliyetini, milletlerarası ticareti ve yeni kaynakları geliştirmeye ve bunlara matuf araştırmaları teşvik etmek hussundaki ihtiyacı ve bilhassa:

a) Türkiye Cumhuriyeti'nin ve diğer katılan memleketlerin istihsal kapasitesini geliştirmeye matuf şumullü bir programın bir kısmını teşkil edenler de dahil olmak üzere, projeler ve programlar için yapılan serfisiyeti, ve dış ademeleri Amerika Hükümetinin 1948 Ekonomik İşbirliği Kanunu gereğince veya başka suretle yaptığı yardım ile veya Milletlerarası İmar ve Kalkınma Bankası'nın istikrazları ile karşılaşmakte olan projeler veya programları;

b) Amerikan kaynaklarındaki eksiklikler veya muhtemel eksiklikler dolayısı ile Amerika Birleşik Devletleri'nde ihtiyaç duyulabileceği olan

malzemenin daha fazla istihsalı imkânlarını araştırmak veya geliştirmek için yapılan masrafları; ve

c) Millî borcun, bilhassa Türkiye Cumhuriyet Merkez Bankası veya diğer bir banka müesseseleri nezdindeki borcun tesirli şekilde itfâsını, nazarî itibâra alacaktır."

"7.- Bu maddenin 4'üncü fıkrası gereğince tehsis edilen paranın sarfedilmemis miktarları hariç olmak üzere, 30 Haziran 1952 de hususî hexaspta kalacak herhangi bir gayri mehsur bakiye, Amerika Birleşik Devletleri Hükümetile Türkiye Cumhuriyeti arasında bundan sonra uyuşulacak maksatlar için Türkiye Cumhuriyeti dahilinde sarfedilecektir. Ancak Birleşik Amerika'nın mutabaketi, kanun veya Amerika Birleşik Devletleri Kongresinin müsterek kararile tasvip edilmek şartına tabi bulunacaktır.

3 - Şimdiki V inci maddenin numarası VI ya çevrilemek, aşağıdaki iki numaralı fıkrâ ilâve edilecektir.

"2.- Türkiye Cumhuriyeti Hükümeti, Amerika Birleşik Devletleri Hükümeti tarafından talep edildiği zaman, kâr esasına dayanmamış Amerikan Yardım teşekkülâlerine teberrü veya bu kâbil teşekkülâlere mübeyâsa olunan yardım malzemesi stocklarının ve Amerika Birleşik Devletlerinden gönderilmiş olup Türkiye Cumhuriyeti dahilinde mukim şahislara tevdi edilecek olan yardım paketlerinin Türkiye Cumhuriyeti'ne girişini kolaylaştmak üzere (münasip garantiler altında gümrukten müafiyet sağlanması dahil) anlaşmalar için müzkerelere girişecektir."

4 - VI inci maddenin numarası VII ye çevrilecek ve bu maddenin Üçüncü fıkrasındaki madde IV kelimesi madde V'e tahvil edilecektir.

5 - VII'inci maddenin numarası VIII, VIII'inci IX'e ve IX unki X'a çevrilecek.

6 - X'uncu maddenin numarası XI'e çevrilecek ve metni aşağıdaki şekilde tedil edilecektir:

"Bu Anlaşma'da kullanılan:

a)"Katılan memleket" tabiri :

(i) 22 Eylül 1947'de Paris'de Avrupa Ekonomik İşbirliği Komitesinin raporunu imzalamış bulunan herhangi bir memleket ve o memleketin Milletlerarası mes'uliyet taşıdığı ve o memleket ile Amerika Birleşik Devletleri Hükümeti arasında mün'skit Ekonomik İşbirliği Anlaşması'nın tatbik edildiği topraklar, ve

(ii) (Almanya'nın işgal altındaki bölgelerinden herhangi birisi, ve milletlerarası idare veya kontrol altındaki sahalar ve serbest Trieste toprağı veya onun iki bölgесinden herhangi biri dahil olmak üzere), Avrupa Ekonomik İşbirliği Sözleşmesi'ne taraf teşkil ettiği ve bu Anlaşma'nın gayelerini gerçekleştirmeye matuf bulunan müsterek bir Avrupa Kalkınma Programına bağlılığı müddetçe bütünü veya bir kısmı Avrupa'da bulunan diğer herhangi bir memleket ile onun idaresi altındaki təbi sahalar demektir.

(b)" 1948 Ekonomik İşbirliği Kanunu" tabiri tədil olunmuş son sekli ile "1948 tarihli Ekonomik İşbirliği Kanunu" demektir.

7 - XI inci maddenin numarası XII ye çevrilecek; bu maddenin 2 inci fıkrasındaki IV üncü medde V'e ve VI'ncı medde VII'ye təhvil edilecek; ve syni maddenin 3 üncü fıkrası metni aşağıdakı şekilde göstirilecektir:

"3.- Bu Anlaşma'ya tevfikan müzakere edilen fer'i anlaşmalar ve diğer mutabakatlar bu Anlaşma'nın hitam tarihinden daha ilerisi için yürürlükte kalsılabilir, ve bu kabil fer'i anlaşmalarla diğer mutabakatların yürürlük devresi ihtiva ettikleri şartlara bağlı bulunacaktır. Medde IV kendi hükümlerine tevfikan yatırılması gereken bütün Türk parası tutarlarının bu maddede meşrut kılındığı şekilde elden çıkarılmasına degen yürürlükte kalsacaktır. III'üncü maddenin 2 inci fıkası, o maddede zikri geçen garanti tediyatın Amerika Birleşik Devletleri Hükümeti tarafından yepildiği müddetçe yürürlükte kalacaktır.

8 - Ekin 6,7, 8 ve 9 uncu fıkralarındaki medde IV V'e; medde VI VII'ye; medde VIII IX'a; ve medde IX X'a çevrilecektir.

9.- Ekin 10'ncu fıkrası metni çıkarılacak ve yerine aşağıdaki metin ikame edilecektir:

"Emtia, hizmet ve teknik bilginin gösterilen dolar kıymeti hakkında Türkiye Cumhuriyeti Hükümetine yapılan tebliğler üzerine yatırılamak mevduatın hesab edilmesinde kullanılacak olan kambiyo rasyicini tayin için IV'nci maddeinin 2'nci fıkrasında bahis konusu edilen tebliğ zamanı, bir tediye devresine mûteallik olan her tebliğ hususunda, tebliğin taakkûk ettiği tediye devresinin son günü olarak kabul edilecektir."

Bu Protokol, imzası tarihinden itibaren yürürlüğe girecektir.

Bunu teyiden iki tarafın gereği gibi yetkili olan temsilcileri bu Protokoli imza etmişlerdir.

1950 senesi Ocak ayının 31inci günü, her ikisi de aynı derecede mûteber olmak üzere İngilizce ve Türkçe ikişer nüsha olarak Ankara'da tanzim edilmiştir.

Amerika Birleşik Devletleri

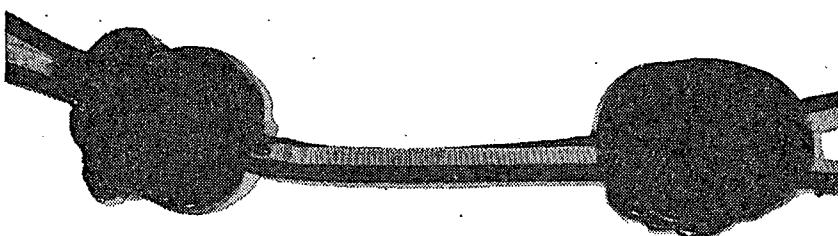
Türkiye Cumhuriyeti Hükümeti

Adına

Harold Stassen

Adına

E. Karaoğlu



HONDURAS

AIR FORCE MISSION

*Agreement signed at Washington March 6, 1950; entered into force
March 6, 1950.*

TIAS 2040
Mar. 6, 1950

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS FOR ESTABLISHING A UNITED STATES AIR FORCE MISSION TO THE REPUBLIC OF HONDURAS

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE HONDURAS PARA ESTABLECER UNA MISION DE LA FUERZA AEREA DE LOS ESTADOS UNIDOS EN LA REPUBLICA DE HONDURAS

In conformity with the request of the Government of the Republic of Honduras to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a United States Air Force Mission to the Republic of Honduras under the conditions specified below:

De conformidad con la solicitud del Gobierno de la República de Honduras al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y personal subalterno para constituir una Misión de la Fuerza Aérea de los Estados Unidos en la República de Honduras de acuerdo con las condiciones estipuladas a continuación:

TITLE I

Purpose and Duration

TITULO I

Objeto y Duración

ARTICLE 1. The purpose of this Mission is to cooperate with the Honduran Ministry of War and the Commander in Chief of the Honduran Air Force. Officers of the Mission will act, wherever required by the Honduran Ministry of War, as tactical and technical

ARTICULO 1. El objeto de esta Misión es el de cooperar con el Ministerio de Guerra de Honduras y con el Comandante en Jefe de la Fuerza Aérea Hondureña. Los oficiales de la Misión, actuarán, donde quiera que lo solicite el Ministerio de Guerra de Honduras,

advisers to the Honduran Air Force with regard to aviation.

como asesores tácticos y técnicos para la Fuerza Aérea Hondureña con relación a la aviación.

ARTICLE 2. The Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Honduras, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled at any time by the Government of the United States of America, provided a replacement with equivalent qualifications is furnished, unless it is mutually agreed between the Government of the United States of America and the Government of the Republic of Honduras that no replacement is required.

ARTICULO 2. La Misión continuará por un período de cuatro (4) años a partir de la fecha en que firmen este Convenio los representantes acreditados del Gobierno de los Estados Unidos de América y del Gobierno de la República de Honduras, a menos que se dé por terminado antes o que sea prorrogado en la forma que se establece más adelante. Cualquier miembro de la Misión puede ser retirado en cualquier momento por el Gobierno de los Estados Unidos de América siempre que se suministre otro miembro de igual competencia para que lo reemplace, a menos que se haya acordado mutuamente entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Honduras que no se necesita ningún substituto.

Extension of services.

ARTICLE 3. If the Government of the Republic of Honduras should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICULO 3. Si el Gobierno de la República de Honduras deseare que los servicios de la Misión fueren prorrogados más allá del período estipulado, hará una propuesta por escrito con este objeto seis meses antes de la expiración de este Convenio.

Termination.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

ARTICULO 4. Este Convenio podrá terminarse antes de la expiración del período de cuatro (4) años prescrito en el Artículo 2, o antes de la expiración de la prórroga autorizada en el Artículo 3, de la manera siguiente:

a. By either of the Governments, subject to three months' written notice to the other Government;

b. By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Honduras at any time during a period when either Government is involved in domestic or foreign hostilities.

a. Por cualquiera de los dos Gobiernos, mediante aviso por escrito al otro Gobierno con tres meses de anticipación;

b. Al retirar el Gobierno de los Estados Unidos de América todo el personal de la Misión en razón de interés público de los Estados Unidos de América, sin necesidad de cumplir con la disposición (a) de este Artículo.

ARTICULO 5. Este Convenio está sujeto a cancelación por iniciativa, ya sea del Gobierno de los Estados Unidos de América o del Gobierno de la República de Honduras, en cualquier momento, mientras alguno de los dos países esté envuelto en hostilidades internas o externas.

Cancellation in event of hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. The Mission shall consist of such personnel of the United States Air Force as may be agreed upon by the Ministry of War of the Republic of Honduras, through his authorized representative in Washington, and by the Department of the Air Force of the United States of America.

ARTICULO 6. Esta Misión estará constituida por el personal de la Fuerza Aérea de los Estados Unidos que sea convenido por el Ministerio de Guerra de la República de Honduras, por medio de su representante autorizado en Washington, y por la Secretaría de la Fuerza Aérea de los Estados Unidos de América.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon by the Ministry of War of the Republic of Honduras and the Chief of the Mission.

TITULO III

Deberes, Grado y Precedencia

ARTICULO 7. El personal de la Misión tendrá las obligaciones que sean convenidas entre el Ministerio de Guerra de la República de Honduras y el Jefe de la Misión.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War of the Republic of Honduras through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force, and shall wear the uniform of his rank in the United States Air Force, but shall have precedence over all Honduran officers of the same rank.

Benefits and privileges.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and privileges which the Regulations of the Honduran Air Force provide for Honduran officers and subordinate personnel of corresponding rank.

Disciplinary regulations.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Air Force.

ARTICULO 8. Los miembros de la Misión serán responsables solamente ante el Ministerio de Guerra de la República de Honduras por conducto del Jefe de la Misión.

ARTICULO 9. Cada miembro de la Misión desempeñará sus funciones con el grado que tiene en la Fuerza Aérea de los Estados Unidos y llevará el uniforme de su grado en la Fuerza Aérea de los Estados Unidos a que tenga derecho; pero tendrá precedencia sobre todos los oficiales hondureños del mismo grado.

ARTICULO 10. Cada miembro de la Misión tendrá derecho a todos los beneficios y privilegios que los Reglamentos de la Fuerza Aérea Hondureña otorgan a los oficiales hondureños y al personal subalterno del grado correspondiente.

ARTICULO 11. El personal de la Misión se regirá por los reglamentos disciplinarios de la Fuerza Aérea de los Estados Unidos.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Honduras such net annual compensation as may be agreed upon by the Government of the United States of America and the Government of the Republic of Honduras for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation

Tax exemption.

TITULO IV

Remuneración and Obvenciones

ARTICULO 12. Los miembros de la Misión recibirán del Gobierno de la República de Honduras la remuneración neta anual que de mutuo acuerdo convengan el Gobierno de los Estados Unidos de América y el Gobierno de la República de Honduras para cada miembro. Esta remuneración se abonará en doce (12) mensualidades iguales, que vencen y deben pagarse el último día de cada mes. La remuneración no estará sujeta

shall not be subject to any tax, a ningún impuesto que esté en now or hereafter in effect, of the vigor o se imponga en el futuro, del Government of the Republic of Gobierno de la República de Honduras or of any of its political Honduras o de cualquiera de sus or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Government of the Republic of Honduras in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Honduras, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICULO 13. La remuneración convenida de acuerdo con el Artículo anterior, comenzará a regir desde la fecha en que cada miembro de la Misión parta de los Estados Unidos de América y, excepto lo que expresamente se dispone en contrario en este Convenio, continuará, después de la terminación de sus servicios en la Misión, por todo el tiempo de su viaje de regreso a los Estados Unidos de América además de cualquier período de licencia acumulada a que tenga derecho.

ARTICULO 14. La remuneración que se deba por el período que dure el viaje de regreso y por el de la licencia acumulada se le pagará al miembro que haya sido retirado, antes de su partida de la República de Honduras, y tal pago debe calcularse a base de viajes por la ruta más corta generalmente empleada al puerto de entrada en los Estados Unidos de América, cualesquiera que sean la ruta y método de viaje empleados por el miembro de la Misión.

Commencement
and continuation of
compensation.

Travel accommodations.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Honduras with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Honduras, both for the outward and for the return trip. The Government of the Republic of Honduras shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Honduras, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Honduras to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of War of the

Shipment of household effects, etc.

ARTICULO 15. El Gobierno de la República de Honduras proporcionará a cada miembro de la Misión y a su familia pasajes de primera clase para el viaje, por la vía más corta usualmente empleada, que se requiera y se efectúe de conformidad con este Convenio entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Honduras, tanto para el viaje de ida como para el de regreso. El Gobierno de la República de Honduras pagará también los gastos de transporte de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Honduras lo mismo que todos los gastos relacionados con el transporte de dichos efectos domésticos, equipaje y automóvil desde la República de Honduras hasta el puerto de entrada en los Estados Unidos de América. El transporte de dichos efectos domésticos, equipaje y automóvil deberá ser hecho en un solo embarque, y todo embarque subsiguiente correrá por cuenta de los respectivos miembros de la Misión, exceptuando lo que se dispone en contrario en este Convenio, así como en los casos derivados de circunstancias ajenas a su voluntad. El pago de los gastos de transporte de las familias, efectos domésticos y automóviles del personal que pueda unirse a la Misión para servicio temporal a solicitud del Ministerio de Guerra de la República de Honduras, se

Republic of Honduras shall be determined by negotiations between the Department of the Air Force of the United States of America and the authorized representative of the Ministry of War of the Republic of Honduras in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The personal and household effects, baggage, and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties and imposts of any kind by the Government of Honduras and allowed free entry and egress upon request of the Chief of the Mission. This provision is applicable to all personnel of the Mission whether they be accredited, on temporary duty, or non-accredited members.

ARTICLE 17. Should the services of any member of the Mission be terminated by the Government of the United States of America prior to the completion of two years of service as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods, and automobile shall not be borne by the Government of the Republic of Honduras, nor shall the expenses connected with transporting the replacing member to his station in Honduras, except the cost of shipment of his

ciones entre el representante autorizado del Ministerio de Guerra de la República de Honduras en Washington y la Secretaría de la Fuerza Aérea de los Estados Unidos de América cuando se convenga en el nombramiento del personal para dicho servicio temporal.

ARTICULO 16. Los efectos domésticos, equipaje y automóviles personales de los miembros de la Misión, lo mismo que los artículos importados por los miembros de la Misión para su uso personal y para el de los miembros de sus familias o para el uso oficial de la Misión, estarán exentos de derechos aduaneros e impuestos de cualquier clase de parte del Gobierno de Honduras y podrán entrar y salir libremente del país a solicitud del Jefe de la Misión. Esta disposición se aplica a todo el personal de la Misión ya sean miembros acreditados, en servicio temporal, o no acreditados.

ARTICULO 17. Si los servicios de algún miembro de la Misión terminaran, por disposición del Gobierno de los Estados Unidos de América, antes de completar dos años como tal, el costo del viaje de regreso a los Estados Unidos de América de dicho miembro, su familia, equipaje, efectos domésticos y automóvil no correrá por cuenta del Gobierno de la República de Honduras, ni tampoco los gastos relacionados con el transporte del miembro que vaya a substituirlo a su residencia oficial en Honduras, con excepción de los

Exemption from customs duties.

Termination of services prior to specified time.

automobile, be borne by the Government of the Republic of Honduras.

^a Compensation for transportation and traveling expenses.

ARTICLE 18. Compensation for transportation and expenses incurred during travel performed on official business of the Government of the Republic of Honduras shall be provided by the Government of the Republic of Honduras in accordance with the provisions of Article 10.

^b Provision of automobile, etc.

ARTICLE 19. The Government of the Republic of Honduras shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for use on official business. Suitable motor transportation, with chauffeur, and, when necessary, an airplane properly equipped, shall, on call, be made available by the Government of the Republic of Honduras for use by the members of the Mission for the conduct of the official business of the Mission.

Office space, etc.

ARTICLE 20. The Government of the Republic of Honduras shall provide suitable office space and facilities for the use of the members of the Mission.

^c Transportation of remains in case of death.

ARTICLE 21. If any member of the Mission, or any of his family, should die in the Republic of Honduras, the Government of the Republic of Honduras shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Honduras shall not exceed

gastos de embarque de su automóvil.

ARTICULO 18. La compensación por transporte y gastos de viaje incurridos en asuntos oficiales del Gobierno de la República de Honduras será pagada por el Gobierno de la República de Honduras de acuerdo con las disposiciones del Artículo 10.

ARTICULO 19. El Gobierno de la República de Honduras proporcionará al Jefe de la Misión un automóvil adecuado, con chauffeur, para su uso en asuntos oficiales. El Gobierno de la República de Honduras, cuando así se le solicite, proporcionará transporte adecuado en automóvil con chauffeur, y cuando fuese necesario un aeroplano adecuadamente equipado, para uso de los miembros de la Misión en el cumplimiento de las funciones oficiales de la Misión.

ARTICULO 20. El Gobierno de la República de Honduras proporcionará una oficina adecuada y facilidades para uso de los miembros de la Misión.

ARTICULO 21. Si cualquier miembro de la Misión o cualquier miembro de su familia falleciese en la República de Honduras, el Gobierno de la República de Honduras hará que los restos sean transportados hasta el lugar en los Estados Unidos de América que determinen los miembros supervivientes de la familia; pero el costo para el Gobierno de la

cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Honduras, shall be paid to the proper heirs of the deceased member, or to any other person who may have been designated in writing by the deceased while serving under the terms of the Agreement; but such proper heirs or other persons shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the proper heirs or other persons designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of said member.

República de Honduras no excederá del costo del transporte de los restos del lugar del fallecimiento a la ciudad de Nueva York. Si el extinto hubiere sido miembro de la Misión, se considerará que sus servicios en ésta han terminado quince (15) días después de su muerte. Se proporcionará transporte de regreso a la ciudad de Nueva York para la familia del miembro fallecido y para su equipaje, efectos domésticos y automóvil, de acuerdo con las disposiciones del Artículo 15. Toda remuneración debida al miembro fallecido, inclusive el sueldo por los quince (15) días subsiguientes a su muerte y todo el reembolso adeudado al miembro fallecido por gastos de transporte en viajes realizados en misiones oficiales de la República de Honduras, serán pagados a los herederos legales del extinto miembro o a cualquier otra persona que hubiese sido designada por escrito por el fallecido mientras prestaba servicio de conformidad con los términos de este Convenio; pero no se compensará a dichos herederos legales o a la otra persona por la licencia acumulada a que tenía derecho el fallecido y no usada por él. Todo pago debido a los herederos legales o a la otra persona designada por el fallecido, según las disposiciones de este Artículo, será efectuado dentro de quince (15) días después del fallecimiento de dicho miembro.

Return transportation for family.

Compensation due deceased member.

TITLE V

TITULO V

*Requisites and Conditions**Requisitos y Condiciones*

Services of personnel of other foreign governments, restriction.

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Honduras shall not engage or accept the services of any personnel of any foreign government other than the United States of America for duties of any nature connected with the Honduran Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Honduras.

ARTICULO 22. Mientras este Convenio o cualquier prórroga del mismo esté en vigor, el Gobierno de la República de Honduras no contratará o aceptará los servicios de personal de otro gobierno extranjero fuera del Gobierno de los Estados Unidos de América para prestar servicios de cualquier naturaleza relacionados con la Fuerza Aérea Hondureña, excepto mediante mutuo acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Honduras.

Secrecy requirement.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICULO 23. Cada miembro de la Misión convendrá en no divulgar, ni en revelar por cualquier medio a un gobierno extranjero alguno, o a una persona alguna, cualquier secreto o asunto confidencial del cual pueda tener conocimiento en su calidad de miembro de la Misión. Este requisito continuará siendo obligatorio después de terminar su servicio con la Misión y después de la expiración o cancelación de este Convenio o cualquier prórroga del mismo.

“Family.”

ARTICLE 24. Throughout this Agreement the term “family” is limited to mean wife and dependent children.

ARTICULO 24. En todo este Convenio se entenderá que el término “familia” sólo abarca a la esposa y a los hijos no emancipados.

Annual leave.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative.

ARTICULO 25. Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de un año. Las partes de dicha

from year to year during service as a member of the Mission.

licencia que no hayan sido usadas podrán acumularse de año en año mientras el interesado preste servicio como miembro de la Misión.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Honduras, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Honduras agrees to grant the leave specified in Article 25, upon receipt of written application approved by the Chief of the Mission, with due consideration for the convenience of the Government of the Republic of Honduras.

ARTICLE 28. The Government of the Republic of Honduras shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of the Republic of Honduras, and all expenses incurred as the result of such illness or injury while the

ARTICULO 26. La licencia que se estipula en el Artículo anterior puede ser disfrutada en Honduras, en los Estados Unidos de América o en otros países; pero los gastos de viaje y de transporte no especificados en este Convenio correrán por cuenta del miembro de la Misión que disfruta de la licencia. Todo el tiempo que se emplee en viajar se contará como parte de la licencia y no se añadirá al tiempo autorizado en el Artículo anterior.

ARTICULO 27. El Gobierno de la República de Honduras conviene en conceder la licencia estipulada en el Artículo 25 al recibir una solicitud, por escrito, aprobada por el Jefe de la Misión, después de prestar debida consideración a la conveniencia del Gobierno de la República de Honduras.

ARTICULO 28. El Gobierno de la República de Honduras proporcionará atención médica adecuada a los miembros de la Misión así como a los miembros de sus familias. En caso de que un miembro de la Misión se enferme o sufra lesiones, se le recluirá, a discreción del Jefe de la Misión, en el hospital que el Jefe de la Misión considere adecuado, después de consultar con el Ministerio de Guerra de la República de Honduras, y todos los gastos ocasionados como resultado de tal

Medical attention.

patient is a member of the Mission and remains in Honduras shall be paid by the Government of the Republic of Honduras. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Honduras. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

mientras el paciente sea miembro de la Misión y permanezca en Honduras, serán pagados por el Gobierno de la República de Honduras. Si el miembro hospitalizado es un oficial, éste pagará sus gastos de subsistencia; pero si pertenece al personal subalterno, los gastos de subsistencia serán pagados por el Gobierno de la República de Honduras. Las familias gozarán de los mismos privilegios convenidos en este Artículo para los miembros de la Misión, con excepción de que en todos los casos el miembro de la Misión pagará los gastos de subsistencia relacionados con la hospitalización de un miembro de su familia, excepto lo que se disponga de acuerdo con el Artículo 10.

Replacement in case of disability.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICULO 29. Todo miembro de la Misión inhabilitado para desempeñar sus servicios con la Misión por razón de incapacidad física prolongada, será reemplazado.

TITLE VI

Nonaccredited Personnel

ARTICLE 30. In addition to the accredited personnel as provided for in Article 6, the United States Air Force may assign, subject to the concurrence of the Ministry of War of the Republic of Honduras, such additional personnel as may be required to perform the administration of the Mission and to maintain and operate the aircraft and other equipment assigned to the Mission. Such personnel

TITULO VI

Personal No Acreditado

ARTICULO 30. Además del personal acreditado que dispone el Artículo 6, la Fuerza Aérea de los Estados Unidos podrá asignar, sujeto a la aprobación del Ministerio de Guerra de la República de Honduras, el personal adicional que pueda ser requerido para la administración de la Misión y para mantener y operar los aeroplanos y demás equipo asignados a la Misión. Dicho personal será

shall be considered as nonaccred- considerado como miembros no ited members of the Mission. acreditados de la Misión. Los The following Articles only shall siguientes artículos se aplicarán apply to nonaccredited personnel: solamente al personal no acredita-
11, 16, and 23. do: 11, 16 y 23.

IN WITNESS WHEREOF, the un- EN TESTIMONIO DE LO CUAL, los dersigned, Dean Acheson, Secretary suscritos Dean Acheson, Secretario of State of the United States of de Estado de los Estados Unidos America, and Rafael Heliodoro de América, y Rafael Heliodoro Valle, Ambassador Extraordinary Valle, Embajador Extraordinario y and Plenipotentiary of the Re- Plenipotenciario de la República de public of Honduras to the United Honduras en los Estados Unidos de States of America, duly authorized América, debidamente autorizados thereto, have signed this Agree- para ello, han firmado este ment in duplicate in the English Convenio, en duplicado, en los idiomas and Spanish languages, at Wash- inglés y español, en Washington ington, this sixth day of March, a los seis días del mes de marzo del one thousand nine hundred and año de mil novecientos cincuenta. fifty.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE REPUBLIC OF HONDURAS:
POR EL GOBIERNO DE LA REPUBLICA DE HONDURAS:

RAFAEL HELIODORO VALLE

HONDURAS

ARMY MISSION

TIAS 2041
Mar. 6, 1950

Agreement signed at Washington March 6, 1950; entered into force March 6, 1950.

AGREEMENT BETWEEN THE CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE HONDURAS PARA ESTABLECER UNA MISION DEL EJERCITO DE LOS ESTADOS UNIDOS EN LA REPUBLICA DE HONDURAS

In conformity with the request of the Government of the Republic of Honduras to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a United States Army Mission to the Republic of Honduras under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of War of the Republic of Honduras and with the officers of the Honduran Army, and to advise them in matters of training, organization, and administration with a view to enhancing the efficiency of the Honduran Army.

De conformidad con la solicitud del Gobierno de la República de Honduras al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y personal subalterno para constituir una Misión del Ejército de los Estados Unidos en la República de Honduras de acuerdo con las condiciones estipuladas a continuación:

TITULO I

Objeto y Duración

ARTICULO 1. El objeto de esta Misión es el de cooperar con el Ministerio de Guerra de la República de Honduras y con los oficiales del Ejército Hondureño, y el de aconsejarlos en materia de entrenamiento, organización y administración con el propósito de aumentar la eficiencia del Ejército Hondureño.

ARTICLE 2. The Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Honduras, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled at any time by the Government of the United States of America, provided a replacement with equivalent qualifications is furnished, unless it is mutually agreed between the Government of the United States of America and the Government of the Republic of Honduras that no replacement is required.

ARTICULO 2. La Misión continuará por un período de cuatro (4) años a partir de la fecha en que firmen este Convenio los representantes acreditados del Gobierno de los Estados Unidos de América y del Gobierno de la República de Honduras, a menos que sea prorrogado en la forma que sea establece más adelante. Todo miembro de la Misión puede ser retirado en cualquier momento por el Gobierno de los Estados Unidos de América siempre que se suminstre otro miembro de igual competencia para que lo reemplace, a menos que se haya acordado mutuamente entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Honduras que no se necesita ningún substituto.

ARTICLE 3. If the Government of the Republic of Honduras should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICULO 3. Si el Gobierno de la República de Honduras deseare que los servicios de la Misión fueren prorrogados más allá del período estipulado, hará una propuesta por escrito con este objeto seis meses antes de la expiración de este Convenio.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

a. By either of the Governments, subject to three months' written notice to the other Government;

b. By the recall of the entire personnel of the Mission by the

ARTICULO 4. Este Convenio podrá terminarse antes de la expiración del período de cuatro (4) años prescrito en el Artículo 2, o antes de la expiración de la prórroga autorizada en el Artículo 3, de la manera siguiente:

a. Por cualquiera de los dos Gobiernos, mediante aviso por escrito al otro Gobierno con tres meses de anticipación;

b. Al retirar el Gobierno de los Estados Unidos de América todo

Extension of services.

Termination prior to specified time.

Government of the United States el personal de la Misión en razón of America in the public interest de interés público de los Estados of the United States of America, Unidos de América, sin necesidad without necessity of compliance de cumplir con la disposición (a) with provision (a) of this Article. de este Artículo.

Cancellation in
event of hostilities.

ARTICLE 5. This Agreement is subject to cancellation upon the tá sujeto a cancelación por initiative of either the Government of the United States of America or the Government of the Republic of Honduras at any time during a period when either Government is involved in domestic or foreign hostilities. **ARTICULO 5.** Este Convenio es sujeto a cancelación por iniciativa, ya sea del Gobierno de los Estados Unidos de América o del Gobierno de la República de Honduras, en cualquier momento, mientras cualquiera de los dos países esté envuelto en hostilidades internas o externas.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the Army of the United States of America as may be agreed upon by the Ministry of War of the Republic of Honduras, through his authorized representative in Washington, and by the Department of the Army of the United States of America.

ARTICULO 6. Esta Misión estará constituida por aquel personal del Ejército de los Estados Unidos de América que sea convenido por el Ministerio de Guerra de la República de Honduras por medio de su representante autorizado en Washington y por la Secretaría del Ejército de los Estados Unidos de América.

TITLE III

Duties, Rank and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties, within the purview of Article 1, as may be agreed upon by the Minister of War of the Republic of Honduras and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War of the Republic of Honduras through the Chief of the Mission.

TITULO III

Deberes, Grado y Precedencia

ARTICULO 7. El personal de la Misión tendrá aquellas funciones, dentro de los términos del Artículo 1, que sean convenidas entre el Ministerio de Guerra de la República de Honduras y el Jefe de la Misión.

ARTICULO 8. Los miembros de la Misión serán responsables solamente ante el Ministerio de Guerra de la República de Honduras por conducto del Jefe de la Misión.

ARTICLE 9. Each member of the Mission shall serve on the United States Army, and shall wear the United States Army uniform of his rank, but shall have precedence over all Honduran officers of the same rank.

ARTICULO 9. Cada miembro de la Misión desempeñará sus funciones con el grado que tiene en el Ejército de los Estados Unidos, y llevará el uniforme de su grado en el Ejército de los Estados Unidos a que tenga derecho, pero tendrá precedencia sobre todos los oficiales hondureños del mismo grado.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and privileges which the regulations of the Honduran Army provide for Honduran officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

ARTICULO 10. Cada miembro de la Misión tendrá derecho a todos los beneficios y privilegios que los Reglamentos del Ejército Hondureño otorgan a los oficiales hondureños y al personal subalterno del grado correspondiente.

ARTICULO 11. El personal de la Misión se regirá por los reglamentos disciplinarios del Ejército de los Estados Unidos.

Benefits and privileges.

Disciplinary regulations.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Honduras such net annual compensation as may be agreed upon by the Government of the United States of America and the Government of the Republic of Honduras for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Honduras or of any of its political or administrative subdivisions. Should there, however, at present

TITULO IV

Remuneración y Obvenciones

ARTICULO 12. Los miembros de la Misión recibirán del Gobierno de la República de Honduras la remuneración neta anual que de mutuo acuerdo convengan el Gobierno de los Estados Unidos de América y el Gobierno de la República de Honduras para cada miembro. Esta remuneración se abonará en doce (12) mensualidades iguales, que vencen y deben pagarse el último día de cada mes. La remuneración no estará sujeta a ningún impuesto que esté en vigor o se imponga en el futuro, del Gobierno de la República de Honduras o de cualquiera de sus subdivisiones políticas o administrativas. Sin embargo, si al presente

Tax exemption.

or while this Agreement is in effect, o durante la vigencia de este Con-
be any taxes that might affect this venio existieren impuestos que
compensation, such taxes shall be pudiesen afectar esta remunera-
borne by the Government of the ción, tales impuestos serán pagados
Republic of Honduras in order to por el Gobierno de la República
comply with the provisions of this de Honduras con el objeto de
Article that the compensation cumplir con la disposición de este
agreed upon shall be net. Artículo de que la remuneración
convenida será neta.

Commencement
and continuation of
compensation.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICULO 13. La remuneración convenida de acuerdo con el Artículo anterior, comenzará a regir desde la fecha en que cada miembro de la Misión parte de los Estados Unidos de América y, excepto lo que expresamente se dispone en contrario en este Convenio, continuará, después de la terminación de sus servicios en la Misión, por todo el tiempo de su viaje de regreso a los Estados Unidos de América, además de cualquier período de licencia acumulada a que tenga derecho.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Honduras, and such payment shall be com-

ARTICULO 14. La remuneración que se deba por el período que dure el viaje de regreso y por el de la licencia acumulada se le pagará al miembro que haya sido retirado, antes de su partida de la República de Honduras, y tal pago debe calcularse a base de usualmente viajes por la ruta más corta generalmente empleada al puerto de entrada en los Estados Unidos de América, regardless of the route and method of travel used by the member of the Mission.

Travel accommodations.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Honduras with first-class accommodations for travel, via the shortest

ARTICULO 15. El Gobierno de la República de Honduras proporcionará a cada miembro de la Misión y a su familia pasajes de primera clase para el viaje, por la vía más corta usualmente em-

traveled route, required and performed under this Agreement between the port of embarkation in the United States of America and his official residence in the Republic of Honduras, both for the outward and for the return trip. The Government of the Republic of Honduras shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Honduras, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from his official residence in the Republic of Honduras to the port of entry in the United States of America. Transportation of such household goods, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of the Republic of Honduras shall be determined by negotiations between the Department of the Army of the United States of America and the authorized repre-

pleada, que se requiera y efectúe de conformidad con este Convenio entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Honduras, tanto para el viaje de ida como para el de regreso. El Gobierno de la República de Honduras pagará también los gastos de transporte de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Honduras lo mismo que todos los gastos relacionados con el transporte de dichos efectos domésticos, equipaje y automóvil desde su residencia oficial en la República de Honduras hasta el puerto de entrada en los Estados Unidos de América. El transporte de dichos efectos domésticos, equipaje y automóvil deberá ser hecho en un solo embarque, y todo embarque subsiguiente correrá por cuenta de los respectivos miembros de la Misión, exceptuando lo que se dispone en contrario en este Convenio, así como en los casos derivados de circunstancias ajenas a su voluntad. El pago de los gastos de transporte de las familias, efectos domésticos y automóviles del personal que pueda unirse a la Misión para servicio temporal a solicitud del Ministerio de Guerra de la República de Honduras, se determinará mediante negociaciones entre el representante autorizado del Ministerio de Guerra de la República de

Shipment of household effects, etc.

sentative of the Ministry of War of the Republic of Honduras in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

Honduras en Washington y la Secretaría del Ejército de los Estados Unidos de América cuando se convenga el nombramiento del personal para dicho servicio temporal.

Exemption from customs duties.

ARTICLE 16. The personal and household effects, baggage, and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties and imposts of any kind by the Government of Honduras and allowed free entry and egress upon request of the Chief of the Mission. This provision is applicable to all personnel of the Mission whether they be accredited, on temporary duty, or non-accredited members.

ARTICULO 16. Los efectos domésticos, equipaje y automóviles personales de los miembros de la Misión, lo mismo que los artículos importados por los miembros de la Misión para su uso personal y para el de los miembros de sus familias o para el uso oficial de la Misión, estarán exentos de derechos aduaneros e impuestos de cualquier clase de parte del Gobierno de Honduras y podrán entrar y salir libremente del país a solicitud del Jefe de la Misión. Esta disposición se aplica a todo el personal de la Misión ya sean miembros acreditados, en servicio temporal, o no acreditados.

Termination of services prior to specified time.

ARTICLE 17. Should the services of any member of the Mission be terminated by the Government of the United States of America prior to the completion of two years of service as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods, and automobile shall not be borne by the Government of the Republic of Honduras, nor shall the expenses connected with transporting the replacing member to his station in Honduras, except the cost of shipment of his automobile, be borne by the Government of the Republic of Honduras.

ARTICULO 17. Si los servicios de algún miembro de la Misión terminaran, por disposición del Gobierno de los Estados Unidos de América, antes de completar dos años como tal, el costo del viaje de regreso a los Estados Unidos de América de dicho miembro, su familia, equipaje, efectos domésticos y automóvil no correrá por cuenta del Gobierno de la República de Honduras, ni tampoco los gastos relacionados con el transporte del miembro que vaya a substituirlo a su residencia oficial en Honduras, con excepción de los gastos de embarque de su automóvil.

ARTICLE 18. Compensation for transportation and expenses incurred during travel performed on official business of the Government of the Republic of Honduras shall be provided by the Government of the Republic of Honduras in accordance with the provisions of Article 10.

Article 10.

ARTICLE 19. The Government of the Republic of Honduras shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for use on official business. Suitable motor transportation, with chauffeur, shall, on call by the Chief of Mission, be made available by the Government of the Republic of Honduras for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Honduras shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 21. If any member of the Mission, or any of his family, should die in the Republic of Honduras, the Government of the Republic of Honduras shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Honduras shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have termi-

ARTICULO 18. La compensación por transporte y gastos de viaje incurridos en asuntos oficiales del Gobierno de la República de Honduras será pagada por el Gobierno de la República de Honduras de acuerdo con las disposiciones del Artículo 10.

Compensation for transportation and traveling expenses.

ARTICULO 19. El Gobierno de la República de Honduras proporcionará al Jefe de la Misión un automóvil adecuado, con chauffeur, para su uso en asuntos oficiales. El Gobierno de la República de Honduras, a solicitud del Jefe de la Misión, proporcionará transporte adecuado en automóvil, con chauffeur, para uso de los miembros de la Misión en el cumplimiento de las funciones oficiales de la Misión.

Provision of automobile, etc.

ARTICULO 20. El Gobierno de la República de Honduras proporcionará una oficina adecuada y facilidades para uso de los miembros de la Misión.

Office space, etc.

ARTICULO 21. Si cualquier miembro de la Misión o cualquier miembro de su familia falleciese en la República de Honduras, el Gobierno de la República de Honduras hará que los restos sean transportados hasta el lugar en los Estados Unidos de América que determinen los miembros sobrevivientes de la familia; pero el costo para el Gobierno de la República de Honduras no excederá del costo del transporte de los restos del lugar del fallecimiento a la ciudad de Nueva York. Si el fallecido hubiere sido miembro de la Misión, se considerará que sus servicios

Transportation of remains in case of death.

Return transportation for family.

Compensation due deceased member.

nated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Honduras, shall be paid to the proper heirs of the deceased member, or to any other person who may have been designated in writing by the deceased while serving under the terms of the Agreement; but such proper heirs or other persons shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the proper heirs or other persons designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of said member.

en ésta han terminado quince (15) días después de su muerte. Se proporcionará transporte de regreso a la ciudad de Nueva York para la familia del miembro fallecido y para su equipaje, efectos domésticos y automóvil, de acuerdo con las disposiciones del Artículo 15. Toda remuneración debida al miembro fallecido, inclusive el sueldo por los quince (15) días subsiguientes a su muerte y todo reembolso adeudado al miembro fallecido por gastos de transporte en viajes realizados en misiones oficiales de la República de Honduras, serán pagados a los herederos legales del extinto miembro o a cualquier otra persona que pueda haber sido designada por escrito por el fallecido mientras prestaba servicio de conformidad con los términos de este Convenio; pero no se compensará a dichos herederos legales o a la otra persona por la licencia acumulada a que tenía derecho el fallecido y no usada por él. Todo pago debido a los herederos legales o a la otra persona designada por el fallecido, según las disposiciones de este Artículo, será efectuado dentro de quince (15) días después del fallecimiento de dicho miembro.

TITLE V

Requisites and Conditions

Services of personnel of other foreign governments, restrictions.

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Honduras shall not engage or accept the services of any personnel of any foreign

ARTICULO 22. Mientras este Convenio o cualquier prórroga del mismo esté en vigor, el Gobierno de la República de Honduras no contratará ni aceptará los servicios de personal alguno de ningún go-

TITULO V

Requisitos y Condiciones

government other than the United States of America for duties of any nature connected with the Honduran Army, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Honduras.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Honduras, in the United States of America, or in other countries, but the expense of travel and transportation not

gobierno extranjero fuera del de los Estados Unidos de América para prestar servicios de cualquier naturaleza relacionados con el Ejército Hondureño, excepto mediante mutuo acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Honduras.

ARTICULO 23. Cada miembro de la Misión convendrá en no divulgar, ni en revelar por cualquier medio a gobierno extranjero alguno, o a persona alguna, cualquier secreto o asunto confidencial del cual pueda tener conocimiento en su calidad de miembro de la Misión. Este requisito continuará siendo obligatorio después de terminar su servicio con la Misión y después de la expiración o cancelación de este Convenio o cualquier prórroga del mismo.

ARTICULO 24. En todo este Convenio se entenderá que el término "familia" sólo abarca a la esposa y a los hijos no emancipados.

ARTICULO 25. Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de un año. Las partes de dicha licencia que no hayan sido usadas, podrán acumularse, de año en año, mientras el interesado preste servicio como miembro de la Misión.

ARTICULO 26. La licencia que se estipula en el Artículo anterior puede ser disfrutada en la República de Honduras, en los Estados Unidos de América o en otros países; pero los gastos de viaje y

Secrecy requirement.

"Family."

Annual leave.

otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

de transporte no especificados en este Convenio correrán por cuenta del miembro de la Misión que disfraza de la licencia. Todo el tiempo que se emplee en viajar se contará como parte de la licencia y no se añadirá al tiempo autorizado en el Artículo anterior.

ARTICLE 27. The Government of the Republic of Honduras agrees to grant the leave specified in Article 25, upon receipt of written application approved by the Chief of the Mission, with due consideration for the convenience of the Government of the Republic of Honduras.

ARTICULO 27. El Gobierno de la República de Honduras conviene en conceder la licencia estipulada en el Artículo 25, al recibir una solicitud por escrito aprobada por el Jefe de la Misión, después de prestar debida consideración a la conveniencia del Gobierno de la República de Honduras.

Medical attention.

ARTICLE 28. The Government of the Republic of Honduras shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of the Republic of Honduras, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Honduras shall be paid by the Government of the Republic of Honduras. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Honduras. Families shall enjoy the same privileges agreed upon in this

ARTICULO 28. El Gobierno de la República de Honduras proporcionará atención médica adecuada a los miembros de la Misión así como a los miembros de sus familias. En caso de que un miembro de la Misión se enferme o sufra lesiones, se le recluirá, a discreción del Jefe de la Misión, en el hospital que el Jefe de la Misión considere adecuado, después de consultar con el Ministerio de Guerra de la República de Honduras, y todos los gastos ocasionados como resultado de tal enfermedad o de tales lesiones mientras el paciente sea miembro de la Misión y permanezca en Honduras, serán pagados por el Gobierno de la República de Honduras. Si el miembro hospitalizado es un oficial, éste pagará sus gastos de subsistencia; pero si pertenece al personal subalterno, los gastos de subsistencia serán pagados por el Gobierno de la República de Honduras. Las familias gozarán de los mismos

Article for members of the Mis- privilegios convenidos en este Artí-
sion, except that a member of the culo para los miembros de la
Mission shall in all cases pay the Misión, con excepción de que en
cost of subsistence incident to hos- todos los casos el miembro de la
pitalization of a member of his Misión pagará los gastos de sub-
family, except as may be provided sistencia relacionados con la hos-
under Article 10. pitalización de un miembro de su
familia, excepto lo que se disponga
de acuerdo con el Artículo 10.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced

ARTICULO 29. Todo miembro de la Misión inhabilitado para desempeñar sus servicios con la Misión por razón de incapacidad física prolongada, será reemplazado.

Replacement in case
of disability. 

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Rafael Heliodoro Valle, Ambassador Extraordinary and Plenipotentiary of the Republic of Honduras to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this sixth day of March, one thousand nine hundred and fifty.

EN TESTIMONIO DE LO CUAL, los suscritos Dean Acheson, Secretario de Estado de los Estados Unidos de América, y Rafael Heliodoro Valle, Embajador Extraordinario y Plenipotenciario de la República de Honduras en los Estados Unidos de América, debidamente autorizados para ello, han firmado este Convenio, en duplicado, en los idiomas inglés y español, en Washington a los seis días del mes de marzo del año de mil novecientos cincuenta.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE REPUBLIC OF HONDURAS:
POR EL GOBIERNO DE LA REPUBLICA DE HONDURAS:

RAFAEL HELIODORO VALLE

FRANCE

RELIEF SUPPLIES AND PACKAGES

TIAS 2043
Jan. 31, 1950

Agreement extending the application of the agreement of December 23, 1948, to Algeria, Tunisia, and the French Zone of Morocco. Signed at Paris January 31, 1950; entered into force January 31, 1950.

ANNEXE
A L'ACCORD SIGNE LE 23 DECEMBRE 1948
ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET
LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE
relatif à l'entrée en franchise et au transport intérieur
gratuit des approvisionnements et paquets de secours

En application de l'Article VI paragraphe 2 et de l'Article IV paragraphe 5 de l'Accord de Coopération Economique entre les Etats-Unis d'Amérique et la France, les Gouvernements des Etats-Unis d'Amérique et de la République Française, désireux d'étendre la portée de l'Accord signé le 23 Décembre 1948, sont convenus de ce qui suit:

ARTICLE I

ADMISSION EN FRANCHISE

Le Gouvernement français accordera l'entrée en franchise en Algérie et en Tunisie pour:

- a) les envois d'approvisionnement de secours et de paquets standards donnés aux ou achetés par des associations américaines bénévoles de secours sans but lucratif ayant qualité en vertu des règlements de l'Administration de Coopération Economique (ci-dessous appelée E.C.A.) et adressés à des organisations charitables (y compris les branches de ces organisations situées dans lesdits territoires) qui ont été ou seront ultérieurement agréés par le Gouvernement français.
- b) les paquets de secours en provenance de personnes résidant aux Etats-Unis et expédiés par colis postal ou par tout autre moyen de transport commercial à des personnes résidant dans lesdits territoires, qu'ils soient préparés par des particuliers ou expédiés sur commande par une maison de commerce.
- c) les paquets standards confectionnés par des organisations américaines bénévoles de secours sans but lucratif ou leurs

agents ayant qualité en vertu des règlements de l'E.C.A. pour le compte de personnes résidant aux Etats-Unis et envoyés à l'adresse de personnes résidant dans lesdits territoires.

ARTICLE II

DISPOSITIONS COMPLEMENTAIRES CONCERNANT L'ADMISSION EN FRANCHISE

Les dispositions des Articles II et III de l'Accord du 23 Décembre 1948 seront applicables aux expéditions admises en franchise en vertu de l'Article I de la présente Annexe.

ARTICLE III

REMBOURSEMENT DES FRAIS DE TRANSPORT

Les frais de transport (tels qu'ils sont définis au paragraphe 5 de l'Article IV de l'Accord de Coopération Economique) sur le territoire de l'Algérie et de la Tunisie feront l'objet de remboursements dans les conditions suivantes.

1. Les frais de transport de paquets envoyés des Etats-Unis par colis postal seront remboursés sur le compte spécial mentionné au paragraphe 1 de l'Article IV de l'Accord du 23 Décembre 1948, aux conditions prévues dans ledit paragraphe.
2. Les frais de transport des approvisionnements de secours et des paquets standards dont l'expédition est assurée au départ des Etats-Unis par une voie commerciale quelconque régulièrement établie et qui seront acheminés par un agent (agrément par l'expéditeur et par le Gouvernement français) jusqu'à leurs destinataires résidant en Algérie ou en Tunisie, soit par transporteur français public ou contractuel, soit par tout autre moyen de transport prévu par cet agent seront remboursés au dit agent par le Gouvernement français sur le compte spécial au vu des pièces adéquates.
3. Si, par suite d'un arrangement intervenu avec l'expéditeur ou ledit agent, le transporteur a acheminé ces expéditions sans exiger le paiement des frais de transport correspondants, le Gouvernement français remboursera ces frais au transporteur sur le compte spécial, au vu des pièces adéquates dûment vérifiées par ledit agent.
4. Dans le cas où le transport des Etats-Unis en Algérie ou en Tunisie comporte un passage quelconque soit à travers la France Métropolitaine, soit de la Métropole en Algérie ou en Tunisie, les frais de transport remboursés par le Gouvernement français sur le compte spécial ne comprendront en aucun cas les frais de transport en France métropolitaine ou de la Métropole en Algérie ou en Tunisie.

ARTICLE IVZONE FRANÇAISE DU MAROCAdmission en franchise et remboursement des frais de transport.

Le Gouvernement français accordera l'entrée en franchise dans la zone française du Maroc et remboursera les frais de transports dans les limites de cette zone pour les marchandises des types spécifiés à l'Article I de la présente Annexe, conformément aux dispositions des Articles I, II et III de la présente Annexe concernant les approvisionnements expédiés des Etats-Unis en Algérie et en Tunisie, mais sous réserve en outre que l'admission en franchise et le remboursement des frais de transport ne seront applicables qu'aux marchandises exemptes de droits de douane en vertu des dispositions de l'Article n° 206 de la Réglementation Douanière du Maroc ou de toute disposition le modifiant, ou en vertu de tout texte législatif ou réglementaire pris dans le même objet.

ARTICLE VVERIFICATIONS CONCERNANT LES REMBOURSEMENTS

Les dispositions de l'Article V de l'Accord du 23 Décembre 1948 seront applicables aux paiements effectués conformément à la présente Annexe.

ARTICLE VIDUREE DE VALIDITE DE L'ACCORDLes dispositions de la présente Annexe:

1. Prendront effet immédiatement sous cette réserve que les dispositions du paragraphe 2 de l'Article III applicables à l'Algérie, à la Tunisie, et à la Zone Française du Maroc prendront effet le 28 Juin 1948 et,

2. Resteront en vigueur, sous réserve de toute résiliation anticipée sur laquelle les Gouvernements des Etats-Unis d'Amérique et de la France pourront se mettre d'accord, pour la même durée que l'Accord de Coopération Economique du 28 Juin 1948, étant entendu toutefois que les dispositions de la présente Annexe cesseront en tout état de cause d'être applicables dans la Zone Française du Maroc au cas et au moment où les dispositions dudit Article n° 206 de la Réglementation douanière du Maroc, avec les modifications qui y auraient été apportées, ou de tout texte législatif ou réglementaire pris dans le même objet, cesseraient d'être en vigueur dans la Zone Française du Maroc.

En témoignage de quoi, les plénipotentiaires des Gouvernements respectifs ont apposé leur signature et leur sceau sur le présent Accord.

Fait à Paris, en double exemplaire, en langue anglaise et en langue française, les deux textes faisant foi, de 31 Janvier 1950./.

Pour le Gouvernement des
Etats-Unis d'Amérique:

DAVID BRUCE [SEAL]

BARRY BINGHAM [SEAL]

Pour le Gouvernement de la
République Française:

p. c.

PIERRE SCHNEITER [SEAL]

Annex

to

Agreement, signed December 23, 1948
between
the Government of the United States of America
and
the Government of the French Republic
relative to
Free Entry and Free Inland Transportation
of
Relief Supplies and Packages

The Government of the United States of America and the Government of the French Republic, desirous of extending the Agreement, signed December 23, 1948, giving effect to Article VI, paragraph 2, and Article IV, paragraph 5, of the Economic Cooperation Agreement between the United States of America and France, agree as follows:

62 Stat., pt. 3, p. 3587.

62 Stat., pt. 2,
pp. 2230, 2228.

ARTICLE I.

DUTY-FREE ENTRY

The French Government shall accord duty-free entry into Algeria and Tunisia of

- (a) shipments of supplies of Relief Goods and Standard Packs donated to or purchased by United States voluntary nonprofit relief agencies qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to such charitable organizations (including branches of these agencies located in said territories) as have been or hereafter shall be approved by the French Government.
- (b) Relief Packages from Residents of the United States sent by parcel post or by any other commercial means of transport to individuals residing in said territories, whether privately packed or by order placed with a commercial firm.
- (c) Standard Packs put up by United States voluntary nonprofit relief agencies, or their agents qualified under ECA regulations, for the account of persons residing in the United States and addressed to individuals residing in said territories.

ARTICLE II.FURTHER PROVISIONS REGARDING DUTY-FREE ENTRY

The provisions of Articles II and III of the Agreement of December 23, 1948, shall apply to shipments admitted free of duty by virtue of Article I of this Annex.

ARTICLE III.REIMBURSEMENT OF TRANSPORTATION COSTS

Costs of transportation (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement) within Algeria and Tunisia will be reimbursed under the following conditions:

1. The costs of transportation of packages sent by United States parcel post will be reimbursed out of the Special Account referred to in paragraph 1 of Article IV of the Agreement of December 23, 1948 under the conditions stipulated in said paragraph.
2. The costs of transportation of Relief Goods and Standard Packs despatched from the United States by any normal commercial channel and forwarded to the final addressee residing in Algeria or Tunisia by an agent (approved by the shipper and by the French Government) by means of a French public or contract carrier or by other means of transport arranged by such agent will be reimbursed to such agent by the French Government out of the Special Account upon presentation of adequate documentation.
3. If, by arrangement with the shipper or such agent, the carrier has forwarded such shipments without requiring payment of the cost of transportation, the French Government will reimburse the carrier for the cost thereof out of the Special Account upon presentation of adequate documentation, including verification by such agent.
4. In case the course of transit from the United States to Algeria or Tunisia includes any transit within Metropolitan France or from Metropolitan France to Algeria or Tunisia, the costs of transportation to be reimbursed by the French Government out of the Special Account shall not, in any case, include the costs of transportation within Metropolitan France or from Metropolitan France to Algeria or Tunisia.

ARTICLE IV.FRENCH ZONE OF MOROCCO.DUTY-FREE ENTRY AND REIMBURSEMENT OF TRANSPORTATION COSTS

The French Government shall accord duty-free entry into the French Zone of Morocco and will reimburse costs of transportation

within the limits of that zone for goods of the types specified in Article I of this Annex, subject to the provisions of Articles I, II and III of this Annex in regard to supplies sent from the United States to Algeria and Tunisia, but subject to the further condition that such duty-free entry and reimbursement of costs of transportation shall be applicable only to goods which are exempt from payment of customs duties by virtue of the provisions of Article No. 206 of the Customs Regulations of Morocco or any amendment thereof or by virtue of any law or regulation of the same purport.

ARTICLE V.

AUDITING OF REIMBURSEMENTS

The provisions of Article V of the agreement of December 23, 1948 shall apply to payments effected in accordance with this Annex.

ARTICLE VI.

PERIOD OF AGREEMENT

The provisions of this Annex

1. Shall come into effect immediately, except that the provisions of paragraph 2 of Article III, as applicable to Algeria, Tunisia and the French Zone of Morocco, shall come into effect as of June 28, 1948; — and

2. Shall remain in force, subject to such prior termination as may be agreed upon by the Government of the United States and the Government of France, for the same period as the Economic Cooperation Agreement of June 28, 1948, Provided, However, That the application of the provisions of this Annex to the French Zone of Morocco shall, in any case, terminate if and when the provisions of said Article No. 206 of the Customs Regulations of Morocco, as the same may be amended, or of any law or regulation of the same purport shall cease to be in force in the French Zone of Morocco.

In witness whereof the plenipotentiaries of the respective Governments have affixed their signatures and seals to the present agreement.

Done, at Paris, in duplicate, in the English and French languages, both texts authentic, this 31st day of January, 1950.

For the Government of the
United States of America:

DAVID BRUCE

BARRY BINGHAM

For the Government of
the French Republic:

p.c.

PIERRE SCHNEITER

Entry into force.

62 Stat., pt. 2, p. 2223.

Authentic texts.

COSTA RICA

INTER-AMERICAN TROPICAL TUNA COMMISSION

TIAS 2044
May 31, 1949

Convention signed at Washington May 31, 1949; ratification advised by the Senate of the United States of America August 17, 1949; ratified by the President of the United States of America September 1, 1949; ratified by Costa Rica December 23, 1949; ratifications exchanged at Washington March 3, 1950; proclaimed by the President of the United States of America March 23, 1950; entered into force March 3, 1950. And exchange of notes signed at Washington March 3, 1950.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Republic of Costa Rica for the establishment of an inter-American tropical tuna commission was signed by the duly authorized plenipotentiaries of the two countries at Washington on May 31, 1949, the original of which convention, in the English and Spanish languages, is word for word as follows:

**CONVENTION BETWEEN THE
UNITED STATES OF AMERICA
AND THE REPUBLIC OF
COSTA RICA FOR THE
ESTABLISHMENT OF AN
INTER-AMERICAN TROPICAL
TUNA COMMISSION**

The United States of America and the Republic of Costa Rica, considering their mutual interest in maintaining the populations of yellowfin and skipjack tuna and of other kinds of fish taken by tuna fishing vessels in the eastern Pacific Ocean which by reason of common concern, and desiring to cooperate in the gathering and interpretation of factual information to facilitate maintaining the populations of these fishes at a level which will permit maximum sustained catches year after year, have agreed to conclude a Convention for these purposes and to that end have named as their Plenipotentiaries:

The President of the United States of America:

James E. Webb, Acting Secretary of State

Wilbert M. Chapman, Special Assistant to the Under Secretary of State

**CONVENCION ENTRE LOS
ESTADOS UNIDOS DE AMERICA
Y LA REPUBLICA DE COSTA RICA PARA EL ESTABECLIMIENTO DE UNA
COMISION INTERAMERICANA DEL ATUN TROPICAL**

Los Estados Unidos de América y la República de Costa Rica, teniendo en consideración su interés común en mantener la población de atunes de aletas amarillas y bonitos y otras especies de peces que pescan las embarcaciones atuneras en el Pacífico Oriental, con motivo de explotación constante se han convertido en materia de interés común, y deseosos de cooperar en la compilación e interpretación de datos fidedignos que faciliten el mantenimiento de las poblaciones de estos peces en un nivel que permita un continuo aprovechamiento máximo año tras año, han convenido en concertar una convención para estos fines y con este objeto han nombrado los siguientes Plenipotenciarios:

El Presidente de los Estados Unidos de América:

James E. Webb, Secretario Interino de Estado

Wilbert M. Chapman, Ayudante Especial del Vicesecretario de Estado

Plenipotentiaries.

The President of the Government of Costa Rica:

Mario A. Esquivel, Ambassador Extraordinary and Plenipotentiary of Costa Rica

Jorge Hazera, Counselor of the Embassy of Costa Rica

who, having communicated to each other their full powers, found to be in good and due form, have agreed as follows:

El Presidente del Gobierno de Costa Rica:

Mario A. Esquivel, Embajador Extraordinario y Plenipotenciario de Costa Rica

Jorge Hazera, Consejero de la Embajada de Costa Rica

quiénes, habiendo canjeado sus respectivos plenos poderes, que fueron hallados en debida forma, han convenido en lo siguiente:

ARTICLE I

The Commission.

1. The High Contracting Parties agree to establish and operate a joint Commission, to be known as the Inter-American Tropical Tuna Commission, hereinafter referred to as the Commission, which shall carry out the objectives of this Convention. The Commission shall be composed of national sections, each consisting of from one to four members, appointed by the Governments of the respective High Contracting Parties.

Annual report.

2. The Commission shall submit annually to the Government of each High Contracting Party a report on its investigations and findings, with appropriate recommendations, and shall also inform such Governments, whenever it is deemed advisable, on any matter relating to the objectives of this Convention.

Expenses.

3. Each High Contracting Party shall determine and pay the expenses incurred by its section. Joint expenses incurred by the respective Commission shall be paid by the

ARTICULO I

1. Las Altas Partes Contratantes convienen en establecer y mantener una Comisión mixta que se denominará Comisión Interamericana del Atún Tropical, que en adelante se llamará la Comisión, la cual llevará a efecto los objetivos de esta Convención. La Comisión estará integrada de secciones nacionales formada cada una por uno y hasta cuatro miembros nombrados por los gobiernos de las respectivas Altas Partes Contratantes.

2. La Comisión rendirá anualmente al gobierno de cada una de las Altas Partes Contratantes un informe sobre sus investigaciones y conclusiones con las recomendaciones que sean del caso y también informará a los gobiernos, siempre que lo considere conveniente, respecto a cualquier asunto relacionado con las finalidades de esta Convención.

3. Cada una de las Altas Partes Contratantes determinará y pagará los gastos en que incurra su respectiva sección. Los gastos conjuntos en que incurra la Comi-

High Contracting Parties through contributions in the form and proportion recommended by the Commission and approved by the High Contracting Parties. The proportion of joint expenses to be paid by each High Contracting Party shall be related to the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party.

4. Both the general annual program of activities and the budget of joint expenses shall be recommended by the Commission and submitted for approval to the High Contracting Parties.

5. The Commission shall decide on the most convenient place or places for its headquarters.

6. The Commission shall meet at least once each year, and at such other times as may be requested by a national section. The date and place of the first meeting shall be determined by agreement between the High Contracting Parties.

7. At its first meeting the Commission shall select a chairman and a secretary from different national sections. The chairman and the secretary shall hold office for a period of one year. During succeeding years, selection of the chairman and the secretary from the national sections shall be in such a manner that the chairman and the secretary will be of different nationalities, and as will provide each High Contracting Party,

sión serán cubiertos por las Altas Partes Contratantes mediante contribuciones en la forma y proporción que recomienda la Comisión y aprueben las Altas Partes Contratantes. La proporción de gastos conjuntos que pagará cada una de las Altas Partes Contratantes se relacionará con la proporción de la pesca total procedente de las pesquerías que abarque esta Convención y que utilice cada una de las Altas Partes Contratantes.

4. Tanto el plan general de actividades anuales como el presupuesto de gastos conjuntos, serán recomendados por la Comisión y se someterán a la aprobación de las Altas Partes Contratantes.

5. La Comisión acordará el lugar o los lugares más convenientes para su sede.

6. La Comisión se reunirá por lo menos una vez al año y siempre que lo solicite una u otra de las secciones nacionales. La fecha y el lugar de la primera sesión se fijarán por acuerdo de las Altas Partes Contratantes.

7. En su primera sesión la Comisión elegirá, del seno de las distintas secciones nacionales, un presidente y un secretario. El presidente y el secretario desempeñarán sus cargos por el término de un año. En los años siguientes, la elección del presidente y del secretario, del seno de las secciones nacionales, se efectuará de modo que el presidente y el secretario sean de distinta nacionalidad y de manera que alter-

Headquarters.

Meetings.

Chairman; Secretary.

in turn, with an opportunity to be represented in those offices.

nadamente se proporcione a cada una de las Altas Partes Contratantes la oportunidad de estar representada en estos cargos.

Votes.

8. Each national section shall have one vote. Decisions, resolutions, recommendations, and publications of the Commission shall be made only by a unanimous vote.

8. Cada una de las secciones nacionales tendrá derecho a un voto. Los acuerdos, resoluciones, recomendaciones y publicaciones de la Comisión tendrán que ser aprobados por unanimidad de votos.

By-laws, etc.

9. The Commission shall be entitled to adopt and to amend subsequently, as occasion may require, by-laws or rules for the conduct of its meetings.

9. La Comisión podrá adoptar los estatutos o reglamentos para celebrar sus sesiones y, según lo requieran las circunstancias, podrá enmendarlos.

Personnel.

10. The Commission shall be entitled to employ necessary personnel for the performance of its functions and duties.

10. La Comisión podrá tomar el personal que sea necesario para el desempeño de sus funciones y obligaciones.

Advisory Committee.

11. Each High Contracting Party shall be entitled to establish an Advisory Committee for its section, to be composed of persons who shall be well informed concerning tuna fishery problems of common concern. Each such Advisory Committee shall be invited to attend the non-executive sessions of the Commission.

11. Cada una de las Altas Partes Contratantes podrá establecer un comité consultivo para su respectiva sección que estará integrado por personas bien versadas en los problemas comunes de la pesca del atún. Cada uno de los comités consultivos será invitado para asistir a las sesiones públicas de la Comisión.

Public hearings.

12. The Commission may hold public hearings. Each national section also may hold public hearings within its own country.

12. La Comisión podrá celebrar audiencias públicas y cada sección nacional podrá también celebrar audiencias públicas en su propio país.

Director of Investigations.

13. The Commission shall designate a Director of Investigations who shall be technically competent and who shall be responsible to the Commission and may be freely removed by it.

13. La Comisión nombrará un Director de Investigaciones, que deberá ser un técnico competente, el cual será responsable ante la Comisión y podrá ser retirado por ésta a su discreción. Con sujeción a las instrucciones de la Comisión y con la aprobación de ésta, el

the Director of Investigations Direc^tor de Investigaciones se shall have charge of: encargará de:

Responsibility.

- (a) the drafting of programs of investigations, and the preparation of budget estimates for the Commission;
- (b) authorizing the disbursement of the funds for the joint expenses of the Commission;
- (c) the accounting of the funds for the joint expenses of the Commission;
- (d) the appointment and immediate direction of technical and other personnel required for the functions of the Commission;
- (e) arrangements for the co-operation with other organizations or individuals in accordance with paragraph 16 of this Article;
- (f) the coordination of the work of the Commission with that of organizations and individuals whose cooperation has been arranged for;
- (g) the drafting of administrative, scientific and other reports for the Commission;
- (h) the performance of such other duties as the Commission may require.

14. The official languages of the Commission shall be English and Spanish, and members of the Commission may use either language during meetings. When requested, translation shall be made to the other language. The minutes, official documents, and publications of the Commission shall be

- (a) preparar planes de investigación y presupuestos para la Comisión;
- (b) autorizar el desembolso de fondos para los gastos conjuntos de la Comisión;
- (c) llevar cuentas de los fondos para los gastos conjuntos de la Comisión;
- (d) nombrar y dirigir el personal técnico así como los demás empleados necesarios para el desempeño de las funciones de la Comisión;
- (e) concertar la cooperación con otros organismos o personas de conformidad con el inciso 16 de este Artículo;
- (f) coordinar las labores de la Comisión con las de los organismos y personas cuya cooperación se haya concertado;
- (g) preparar informes administrativos, científicos y de otra clase para la Comisión;
- (h) desempeñar toda otra función que la Comisión le encomiende.

14. Los idiomas oficiales de la Comisión serán el inglés y el español y los miembros de la Comisión podrán usar uno u otro de estos idiomas en el curso de las sesiones. Siempre que se pida, se traducirá de un idioma a otro. Las actas, documentos oficiales y publicaciones de la Comisión se

Languages.

in both languages, but official correspondence of the Commission may be written, at the discretion of the secretary, in either language.

harán en ambos idiomas; pero la correspondencia oficial de la Comisión, a discreción del Secretario, se podrá escribir en uno u otro de los dos idiomas.

Documents and records.

15. Each national section shall be entitled to obtain certified copies of any documents pertaining to the Commission except that the Commission will adopt and may amend subsequently rules to ensure the confidential character of records of statistics of individual catches and individual company operations.

15. Cada sección nacional tendrá derecho a obtener copias certificadas de cualesquiera documentos pertenecientes a la Comisión; excepto que la Comisión adoptará reglamentos, que podrá enmendar posteriormente, para proteger el carácter confidencial de las estadísticas de cada una de las operaciones de pesca y de las operaciones de cada una de las empresas.

Technical and scientific services.

16. In the performance of its duties and functions the Commission may request the technical and scientific services of, and information from, official agencies of the High Contracting Parties, and any international, public, or private institution or organization, or any private individual.

16. En el desempeño de sus funciones y obligaciones la Comisión podrá solicitar los servicios técnicos y científicos e información de las entidades oficiales de las Altas Partes Contratantes, los de cualquiera institución u organización internacional, pública o privada, o los de cualquier particular.

ARTICLE II

Functions and duties.

The Commission shall perform the following functions and duties:

La Comisión desempeñará las funciones y obligaciones siguientes:

1. Make investigations concerning the abundance, biology, biometry, and ecology of yellowfin (*Neothunnus*) and skipjack (*Katsuwonus*) tuna in the waters of the eastern Pacific Ocean fished by the nationals of the High Contracting Parties, and the kinds of fishes commonly used as bait in the tuna fisheries, especially the anchovetta, and of other kinds of fish taken by tuna fishing vessels; and the effects of natural factors que pescan las embarcaciones

Investigations.

1. Llevar a cabo investigaciones sobre la abundancia, biología, biometría y ecología de los atunes de aletas amarillas (*Neothunnus*) y bonitos (*Katsuwonus*) de las aguas del Pacífico Oriental que pesquen los nacionales de las Altas Partes Contratantes, como también de las clases de pescado que generalmente se usan como carnada en la pesca del atún, especialmente la sardina, y otras clases de peces

and human activities on the abundance of the populations of fishes supporting all these fisheries.

atuneras; y asimismo sobre los efectos de los factores naturales y de la acción del hombre en la abundancia de las poblaciones de peces que sostengan a todas estas pesquerías.

2. Collect and analyze information relating to current and past conditions and trends of the populations of fishes covered by this Convention.

2. Compilar y analizar informes relacionados con las condiciones presentes y pasadas y de las tendencias que se observen en las poblaciones de peces que abarca esta Convención.

Collection and analysis of information.

3. Study and appraise information concerning methods and procedures for maintaining and increasing the populations of fishes covered by this Convention.

3. Estudiar y analizar informes relativos a los sistemas y maneras de mantener y de aumentar las poblaciones de los peces que abarca esta Convención.

Studies.

4. Conduct such fishing and other activities, on the high seas and in waters which are under the jurisdiction of the High Contracting Parties, as may be necessary to attain the ends referred to in subparagraphs 1, 2, and 3 of this Article.

4. Llevar a cabo la pesca y desarrollar otras actividades tanto en alta mar como en las aguas que estén bajo la jurisdicción de las Altas Partes Contratantes, según se requiera para lograr los fines a que se refieren los incisos 1, 2 y 3 de este Artículo.

5. Recommend from time to time, on the basis of scientific investigations, proposals for joint action by the High Contracting Parties designed to keep the populations of fishes covered by this Convention at those levels of abundance which will permit the maximum sustained catch.

5. Recomendar en su oportunidad, a base de investigaciones científicas, la acción conjunta necesaria de las Altas Partes Contratantes para fines de mantener las poblaciones de peces que abarca esta Convención en el nivel de abundancia que permita la pesca máxima constante.

Recommendations for maintenance of populations of fishes.

6. Collect statistics and all kinds of reports concerning catches and the operations of fishing boats, and other information concerning the fishing for fishes covered by this Convention, from vessels or persons engaged in these fisheries.

6. Compilar estadísticas y toda clase de informes relativos a la pesca y a las operaciones de las embarcaciones pesqueras y demás informes relativos a la pesca de los peces que abarca esta Convención, sea de las embarcaciones o de las personas dedicadas a esta clase de pesca.

Collection of statistics.

Publication of reports, etc.

7. Publish or otherwise disseminate reports relative to the results of its findings and such other reports as fall within the scope of this Convention, as well as scientific, statistical, and other data relating to the fisheries maintained by the nationals of the High Contracting Parties for the fishes covered by this Convention.
7. Publicar o diseminar por otro medio informes sobre los resultados de sus investigaciones y cualesquiera otros informes que queden dentro del radio de acción de esta Convención, así como datos científicos, estadísticos o de otra clase que se relacionen con las pesquerías mantenidas por los nacionales de las Altas Partes Contratantes para los peces que abarca esta Convención.

ARTICLE III

Legislation.

The High Contracting Parties agree to enact such legislation as may be necessary to carry out the purposes of this Convention.

Las Altas Partes Contratantes convienen en promulgar las leyes que sean necesarias para lograr las finalidades de esta Convención.

ARTICULO III

ARTICLE IV

Nothing in this Convention shall be construed to modify any existing treaty or convention with regard to the fisheries of the eastern Pacific Ocean previously concluded by a High Contracting Party, nor to preclude a High Contracting Party from entering into treaties or conventions with other States regarding these fisheries, the terms of which are not incompatible with the present Convention.

Nada de lo estipulado en esta Convención se interpretará como modificación de ningún tratado o convención existente referente a las pesquerías del Pacífico Oriental anteriormente suscrito por una de las Altas Partes Contratantes ni como exclusión de una Alta Parte Contratante para concertar tratados o convenciones con otros Estados en relación con estas pesquerías, siempre que sus términos no sean incompatibles con esta Convención.

ARTICULO IV

ARTICLE V

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

2. The present Convention shall enter into force on the date of exchange of ratifications.

ARTICULO V

1. Esta Convención será ratificada y los instrumentos de ratificación se canjeean en Washington a la mayor brevedad posible.

2. Esta Convención entrará en vigor en la fecha del canje de ratificaciones.

3. Any government, whose nationals participate in the fisheries covered by this Convention, desiring to adhere to the present Convention, shall address a communication to that effect to each of the High Contracting Parties. Upon receiving the unanimous consent of the High Contracting Parties to adherence, such government shall furnish a certified copy of the Convention to each government desiring to adhere thereto. Each adhering government shall have all the rights and obligations under the Convention as if it had been an original signatory thereof.

4. At any time after the expiration of ten years from the date of entry into force of this Convention any High Contracting Party may give notice of its intention of denouncing the Convention. Such notification shall become effective with respect to such notifying government one year after its receipt by the Government of the United States of America. After the expiration of the said one year period the Convention shall be effective only with respect to the remaining High Contracting Parties.

5. The Government of the United States of America shall inform the other High Contracting

3. Todo gobierno cuyos nacionales participen en las operaciones de pesca que abarca esta Convención y que desee adherirse a ella dirigirá una comunicación a tal efecto a cada una de las Altas Partes Contratantes. Al recibir el consentimiento unánime de las Altas Partes Contratantes a tal adhesión, el gobierno interesado depositará con el Gobierno de los Estados Unidos de América, un instrumento de adhesión en el que se estipulará la fecha de su vigencia. El Gobierno de los Estados Unidos de América transmitirá una copia certificada de la Convención a cada uno de los gobiernos que desee adherirse a ella. Cada uno de los gobiernos adherentes tendrá todos los derechos y obligaciones que otorgue e imponga esta Convención tal como si fuera uno de sus signatarios originales.

4. En cualquier momento después de la expiración de diez años a contar de la fecha en que entre en vigor esta Convención, cualquiera de las Altas Partes Contratantes podrá dar aviso de su intención de denunciarla. Tal notificación tendrá efecto, en relación con el gobierno que la transmita, un año después de ser recibida por el Gobierno de los Estados Unidos de América. Despues de que expire dicho período de un año, la Convención continuará en vigor solamente en relación con las Altas Partes Contratantes restantes.

5. El Gobierno de los Estados Unidos de América informará a las otras Altas Partes Contratantes

Adherence.

Denunciation.

Parties of all instruments of adherence and of notifications of denunciation received.

de todo instrumento de adhesión y de toda notificación de denuncia que reciba.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Convention.

EN FE DE LO CUAL los respectivos Plenipotenciarios firman la presente Convención.

Done at Washington, in duplicate, in the English and Spanish languages, both texts being equally authentic, this 31st day of May, 1949.

HECHO en Washington, en duplicado, en los idiomas inglés y español, ambos textos de igual autenticidad, el día 31 de mayo de 1949.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:

JAMES E. WEBB
W. M. CHAPMAN

FOR THE REPUBLIC OF COSTA RICA:
POR LA REPÚBLICA DE COSTA RICA:

MARIO A. ESQUIVEL.
JORGE HAZERA

WHEREAS the Senate of the United States of America, by their resolution of August 17, 1949, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was duly ratified by the President of the United States of America on September 1, 1949, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Republic of Costa Rica;

WHEREAS the respective instruments of ratification of the said convention were duly exchanged at Washington on March 3, 1950;

AND WHEREAS it is provided in 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, Harry S. Truman, 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 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-third day of March
in the year of our Lord one thousand nine hundred fifty
[SEAL] and of the Independence of the United States of America
the one hundred seventy-fourth.

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

The Costa Rican Appointed Ambassador to the Secretary of State

EMBAJADA DE COSTA RICA
WASHINGTON
Nº 1579

MARZO 3 DE 1950.

EXCELENCIA:

Tengo el honor de referirme a la Convención entre la República de Costa Rica y los Estados Unidos de América para el Establecimiento de una Comisión Interamericana del Atún Tropical, firmada en Washington, D. C., el 31 de mayo de 1949, que entró hoy en vigencia, y de informar a Vuestra Excelencia acerca del deseo de mi Gobierno de que se deje constancia del entendimiento de nuestros dos Gobiernos sobre la manera como han de aplicarse ciertas disposiciones de esa Convención. En tal conformidad, me complace informarle que, sin perjuicio de las disposiciones y propósitos de la Convención mencionada, el entendimiento de mi Gobierno sobre este asunto es el que le expreso a continuación.

Con respecto al Artículo I, numeral 3, de la Convención, que establece la proporción de los gastos conjuntos que pagará cada una de las Altas Partes Contratantes, se entiende que "la proporción de la pesca total procedente de las pesquerías que abarque esta Convención y que utilice cada una de las Altas Partes Contratantes" será aquella porción de la pesca total que se usa para el consumo nacional en el territorio respectivo de cada una de las Altas Partes Contratantes, o que se dedica a transacciones comerciales cuyos beneficios financieros redundan en su totalidad, o en su mayor parte, en favor de particulares o empresas cuyos propietarios o accionistas se hallan domiciliados en el territorio respectivo de cada una de las Altas Partes Contratantes.

Con respecto al Artículo II, numeral 4, de la Convención, se entiende que la Comisión Interamericana del Atún Tropical queda autorizada para dedicarse a la pesca y a otras actividades de investigación científica exclusivamente, y que no se contemplan actividades comerciales de parte de la Comisión.

Se entiende, además, que a pesar de las facultades específicas que a la Comisión se confiere, nada de lo estipulado en la Convención ha de interpretarse como limitación o abandono de la soberanía de ninguna de las Altas Partes Contratantes en lo que se refiere a las aguas que están bajo su jurisdicción respectiva.

Mi Gobierno también desea hacer constar que reconoce como el texto castellano auténtico de la Convención, el que aparece en la Convención como fué firmada, pero asimismo reconoce que algunas de sus disposiciones podrían haber sido redactadas con mayor claridad en la forma siguiente:

Artículo I, numeral 1.

"Las Altas Partes Contratantes convienen en establecer y man-

tener una Comisión mixta que se denominará Comisión Interamericana del Atún Tropical, que en adelante se llamará la Comisión, la cual llevará a efecto los objetivos de esta Convención. La Comisión estará integrada por secciones nacionales, cada una de las cuales comprenderá de uno a cuatro miembros nombrados por los gobiernos de las respectivas Altas Partes Contratantes.”

Artículo I, numeral 3.

“Cada una de las Altas Partes Contratantes determinará y pagará los gastos en que incurra su respectiva sección. Los gastos conjuntos en que incurra la Comisión serán cubiertos por las Altas Partes Contratantes mediante contribuciones en la forma y proporción que recomiende la Comisión y aprueben las Altas Partes Contratantes. La proporción de los gastos conjuntos que pagará cada una de las Altas Partes Contratantes se relacionará con la proporción que de la pesca total procedente de las pesquerías que abarque esta Convención utilice cada una de las Altas Partes Contratantes.”

Artículo I, numeral 8.

“Cada sección nacional tendrá derecho a un voto. Los acuerdos, resoluciones, recomendaciones y publicaciones de la Comisión tendrán que ser aprobados por unanimidad de votos.

Artículo IV.

“Nada de lo estipulado en esta Convención se interpretará como modificación de ningún tratado o convención existente referente a las pesquerías del Pacífico Oriental anteriormente suscrito por una de las Altas Partes Contratantes, ni como impedimento de una Alta Parte Contratante para concertar tratados o convenciones con otros Estados en relación con estas pesquerías, siempre que sus términos no sean incompatibles con esta Convención.”

Aprovecho esta oportunidad para expresar a Vuestra Excelencia los sentimientos de mi más alta consideración.

MARIO ECHANDI

Excelentísimo

DEAN ACHESON,

*Secretario de Estado,
Washington, D. C.*

*Translation*EMBASSY OF COSTA RICA
WASHINGTON

No 1579.

MARCH 3, 1950.

EXCELLENCY:

An*te*, p. 230.

I have the honor to refer to the Convention between the Republic of Costa Rica and the United States of America for the Establishment of an Inter-American Tropical Tuna Commission, signed at Washington, D. C., on May 31, 1949, which entered into force this day, and to inform Your Excellency of the desire of my Government to place on record the understanding of our two Governments with respect to the manner in which certain provisions of that Convention shall be applied. Accordingly, I take pleasure in informing you that, without prejudice to the provisions and purposes of the Convention under reference, the understanding of my Government in regard to this matter is that which I set forth to you as follows.

With respect to Article I, paragraph 3, of the Convention, which establishes the proportion of joint expenses to be paid by each High Contracting Party, it is understood that "the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party" shall be the part of the total catch which is used for domestic consumption in the territory of that High Contracting Party or is the object of commercial transactions the financial benefits of which accrue entirely or in their major portion to individuals or firms whose proprietors or stockholders are domiciled in the territory of that High Contracting Party.

With respect to Article II, paragraph 4, of the Convention, it is understood that the Inter-American Tropical Tuna Commission is authorized to engage in fishing and other activities for scientific research exclusively and that no commercial ventures by the Commission are contemplated.

It is further understood that, notwithstanding the specific powers conferred upon the Commission, nothing in the Convention shall be interpreted as a relinquishment of or a limitation upon the sovereignty of a High Contracting Party over waters under its jurisdiction.

My Government also desires to state that it recognizes as the authentic Spanish text of the Convention that contained in the Convention as signed, but at the same time recognizes that certain of its provisions might have been worded more clearly in the following form:

Article I, paragraph 1.

"The High Contracting Parties agree to establish and maintain a Joint Commission to be known as the Inter-American Tropical Tuna Commission, which will hereinafter be called the Commission, which shall carry into effect the objectives of this Convention. The Com-

mission shall be made up of national sections, each of which shall include from one to four members appointed by the Governments of the respective High Contracting Parties."

Article I, paragraph 3.

"Each of the High Contracting Parties shall determine and pay the expenses incurred by its respective section. The joint expenses incurred by the Commission shall be covered by the High Contracting Parties through contributions in such form and proportion as the Commission may recommend and the High Contracting Parties may approve. The proportion of the joint expenses to be paid by each of the High Contracting Parties shall be in relation to the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party."

Article I, paragraph 8.

"Each national section shall have the right to one vote. The decisions, resolutions, recommendations and publications of the Commission must be approved by a unanimous vote.

Article IV.

"Nothing in the Convention shall be interpreted as changing any existing treaty or convention relating to the fisheries of the Eastern Pacific previously signed by one of the High Contracting Parties, nor as preventing a High Contracting Party from entering into treaties or conventions with other States relating to such fisheries, provided their terms are not incompatible with this Convention."

I avail myself of this opportunity to express to Your Excellency my highest consideration.

MARIO ECHANDI

His Excellency

DEAN ACHESON,

*Secretary of State,
Washington, D. C.*

The Secretary of State to the Costa Rican Appointed Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 3, 1950

EXCELLENCY:

I have the honor to refer to your note No. 1579 of March 3, 1950 regarding the Convention between the United States of America and the Republic of Costa Rica for the Establishment of an Inter-American

Ante, p. 244.

Ante, p. 230.

Tropical Tuna Commission, signed at Washington May 31, 1949, which entered into force this day, and the desire of your Government to place on record the understanding of our Governments with respect to the manner in which certain provisions of that Convention shall be applied. Accordingly, I take pleasure in informing you that, without prejudice to the provisions or purposes of the Convention under reference, my Government concurs in the understanding set forth in your note as follows:

With respect to Article I, paragraph 3, of the Convention, which establishes the proportion of joint expenses to be paid by each High Contracting Party, it is understood that "the proportion of the total catch from the fisheries covered by this Convention utilized by that High Contracting Party" shall be the part of the total catch which is used for domestic consumption in the territory of that High Contracting Party or is the object of commercial transactions the financial benefits of which accrue entirely or in their major portion to individuals or firms whose proprietors or stockholders are domiciled in the territory of that High Contracting Party.

With respect to Article II, subparagraph 4, of the Convention, it is understood that the Inter-American Tropical Tuna Commission is authorized to engage in fishing and other activities for scientific research exclusively and that no commercial ventures by the Commission are contemplated.

It is further understood that, notwithstanding the specific powers conferred upon the Commission, nothing in the Convention shall be interpreted as a relinquishment of or a limitation upon the sovereignty of a High Contracting Party over waters under its jurisdiction.

My Government has also taken note of your statement that certain provisions of the Spanish text might have been more clearly expressed but that your Government recognizes that the authentic Spanish text of the Convention is that contained in the Convention as signed.

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

DEAN ACHESON

His Excellency

Señor Don MARIO ECHANDI,

Appointed Ambassador of Costa Rica.

COSTA RICA

CONSULAR OFFICERS

Convention signed at San José January 12, 1948; ratification advised by the Senate of the United States of America August 17, 1949; ratified by the President of the United States of America September 2, 1949; ratified by Costa Rica February 9, 1950; ratifications exchanged at San José February 17, 1950; proclaimed by the President of the United States of America March 19, 1950; entered into force March 19, 1950.

TIAS 2045
Jan. 12, 1948

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a consular convention between the United States of America and the Republic of Costa Rica was signed by their respective plenipotentiaries at San José on January 12, 1948, the original of which convention, in the English and Spanish languages, is word for word as follows:

**CONSULAR CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF COSTA RICA**

The President of the United States of America and the President of the Republic of Costa Rica, on the basis of that traditional friendship which has always joined the peoples of their respective countries, have agreed to conclude a Consular Convention for the purpose yet further to strengthen this happy relationship through the fostering and development of effective consular representation between the two countries, and, in the premises have appointed as their respective plenipotentiaries:

The President of the United States of America: Mr. John Willard Carrigan, Chargé d'Affaires ad interim of the United States of America;

The President of the Republic of Costa Rica: His Excellency Licenciado Alvaro Bonilla Lara, Secretary of State encharged with the Office of Foreign Relations

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

ARTICLE I

Reception of consular officers.

1. Each state agrees to receive from the other state consular representatives in those of its ports, places and cities where it may be convenient to establish consular offices and which are open to consular representatives of any foreign state. It shall be within the discretion of the sending state to determine whether the consular office to which such consular representatives shall be appointed or assigned, shall be a consulate general, consulate, vice consulate or consular agency. The sending state may prescribe the consular district to correspond to each consular office.

Rights, privileges, etc.

2. A consular officer of the sending state shall, after his official recognition and entrance upon his duties, enjoy in the territory of the receiving state, in addition to the rights, privileges, exemptions and immunities to which he is entitled by the terms of this convention, the rights, privileges, exemptions and immunities enjoyed by a consular officer of the same grade of the most-favored nation. As an official agent, such officer shall be entitled to the high consideration of all officials, national or local, with whom he has official intercourse in the receiving state.

El Presidente de los Estados Unidos de América, y el Presidente de la República de Costa Rica, a base de la amistad tradicional que siempre ha unido los pueblos de sus respectivos países, han resuelto celebrar una Convención Consular con el objeto de estrechar aún más si cabe tales vínculos de amistad, fomentando y desarrollando un sistema de efectiva representación consular entre los dos países, y al efecto han nombrado como sus respectivos plenipotenciarios:

El Presidente de los Estados Unidos de América:

Al Señor John Willard Carrigan, Encargado de Negocios ad interim de los Estados Unidos de América;

El Presidente de la República de Costa Rica:

Al Excelentísimo Señor Licenciado Alvaro Bonilla Lara, Secretario de Estado Encargado del Despacho de Relaciones Exteriores

quienes después de haberse comunicado sus plenos poderes y de haberlos encontrado en buena y debida forma, han convenido en lo siguiente:

ARTICULO I

1. Cada una de las Altas Partes Contratantes conviene en recibir de la otra Alta Parte Contratante, funcionarios consulares en aquellos de sus puertos, lugares, y ciudades, en donde sea conveniente establecer oficinas consulares y que estén abiertos a los representantes consulares de cualquier Estado extranjero. Estará a la discreción del Estado representado, o sea por el cual fueron nombrados, determinar si la oficina consular a la cual los representantes consulares serán nombrados o designados será un consulado general, un consulado, un vice consulado, o una agencia consular. El Estado representado denominará el distrito consular que corresponde a cada oficina consular.

2. Un funcionario consular del Estado representado, después de recibir reconocimiento oficial, y después de encargarse de su puesto, disfrutará en el territorio del Estado receptor, o sea el que reciba al funcionario—además de los derechos, privilegios, exenciones e inmunidades a los cuales tiene derecho según los términos de esta convención—de los derechos, privilegios, exenciones e inmunidades de los cuales disfruta un funcionario consular de la misma categoría de la nación más favorecida. En su calidad de agente oficial, tal funcionario tendrá derecho a la alta consideración de todos los funcionarios, nacionales o locales, con los cuales tenga relaciones oficiales en el Estado receptor.

Notification of appointment, exequatur, etc.

3. Upon the appointment or assignment of a consular officer to a post within the territory of the receiving state, the sending state shall notify the receiving state in writing of such appointment or assignment. Such notification shall be accompanied with a request for the issuance to such officer of an exequatur or other formal authorization permitting the exercise of consular duties within the territory of the receiving state. Such request shall not be refused without good cause and the exequatur or authorization shall be issued free of charge and as promptly as possible. When necessary a provisional authorization may be issued pending the issuance of an exequatur or formal authorization.

Revocation of exequatur.

4. The receiving state may revoke any exequatur, formal authorization or provisional authorization if the conduct of a consular officer gives serious cause for complaint. The reasons for such revocation shall be furnished to the sending state through diplomatic channels.

5. (a) The receiving state shall notify the appropriate local authorities of such state of the names of consular officers authorized to act within the receiving state.

(b) A consular officer in charge of a consular office shall keep the authorities of the receiving state informed of the names and addresses of the employees of the consular office. The receiving state shall designate the particular authority to whom such information is to be furnished.

Ad interim officers.

6. Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, any other consular officer of the sending state to whom an exequatur, formal authorization or provisional authorization has been issued by the receiving state or any person on the staff of the consular office whose name shall previously have been made known to the authorities of the receiving state pursuant to paragraph 5 of this article, may temporarily exercise the consular duties of the deceased or incapacitated or absent consular officer, and while so acting shall enjoy all the rights, privileges, exemptions and immunities previously enjoyed by such consular officer.

Dual capacity, diplomatic and consular.

7. A consular officer or diplomatic officer of the sending state, who is a national of that state, may have the rank also of a diplomatic officer or of a consular officer, as the case may be, on condition that permission for him to exercise such dual functions has been duly granted by the receiving state and appropriate recognition in a consular capacity has been granted. In any such case such person's rank as a diplomatic officer shall be understood as being superior to and independent of his rank as a consular officer. The exercise of consular duties by any diplomatic officer shall be without prejudice.

3. Al ser nombrado o designado un funcionario consular a un puesto dentro del territorio del Estado receptor, el Estado representado notificará, por escrito, al Estado receptor de dicho nombramiento o designación. Tal notificación será acompañada de una petición para que se le otorgue a dicho funcionario un exequatur u otra autorización formal para permitir el ejercicio de sus deberes consulares dentro del territorio del Estado receptor. No será denegada tal petición sin buen motivo, y dicho exequatur o autorización será otorgado sin costo y lo más pronto posible. Cuando sea necesario, se podrá otorgar una autorización provisional mientras no se otorgue el exequatur o autorización formal.

4. El Estado receptor podrá derogar cualquier exequatur o autorización formal o provisional si la conducta del funcionario consular dé causa seria para quejas. Por conductos diplomáticos, se notificará al Estado representado del motivo para dicha revocación.

5. (a) El Estado receptor informará a sus autoridades locales de los nombres de los funcionarios consulares autorizados para actuar dentro de dicho Estado.

(b) Un funcionario consular encargado de una oficina consular mantendrá a las autoridades del Estado receptor enteradas de los nombres y direcciones de los empleados de la oficina consular. El Estado receptor designará la autoridad a la cual tales informes deben ser dirigidos.

6. En caso de fallecimiento, incapacidad o ausencia de un funcionario consular que no tenga ningún funcionario consular subordinado en su oficina, cualquier otro oficial consular del Estado representado a quien se hubiera concedido un exequatur, o autorización formal o provisional del Estado receptor, o cualquier miembro de la oficina consular cuyo nombre se hubiera dado previamente a conocer a las autoridades del Estado receptor, conforme al párrafo 5 de este Artículo, podrá ejercer temporalmente las funciones consulares del funcionario fallecido, incapacitado o ausente; y mientras desempeñe dichas funciones disfrutará de todos los derechos, privilegios, exenciones e inmunidades que anteriormente hubieran sido concedidos a éste.

7. Cualquier funcionario consular o diplomático del Estado representado, que sea nacional de éste, podrá tener también la categoría de funcionario diplomático o de funcionario consular, según sea el caso, siempre que el permiso para ejercer dichas dobles funciones le haya sido debidamente otorgado por el Estado receptor y que haya sido debidamente autorizado para desempeñar sus funciones como funcionario consular. En cualquier caso de éstos, se entiende que la categoría de dicha persona como diplomático es superior a su categoría como funcionario consular e independiente de ésta. El

to any additional personal privileges and immunities which might accrue to such officer by reason of his diplomatic status.

ARTICLE II

Exemption from arrest or prosecution; exceptions.

1. A consular officer who is a national of the sending state and not engaged in a 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.

Jurisdiction of courts in civil proceedings; exceptions.

2. A consular officer or employee shall in civil proceedings be subject to the jurisdiction of the courts of the receiving state except in respect of acts performed by him within the scope of his official duties. He shall not however be permitted to assert that an act was performed by him within the scope of his official duties in any case where a third party shall have been injured as the result of negligence, for which the officer or employee would be responsible under local law, or had reason to believe that the officer or employee was acting in his personal capacity.

Testimony in civil or criminal cases; exceptions.

3. A consular officer or employee may be required to give testimony in either civil or criminal cases, except as to acts performed by him within the scope of his official duties, or as to any matter cognizable by him only by virtue of his official status, but the 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 shall, wherever possible or permissible, arrange for the taking of such testimony, orally or in writing, at his residence or office. A court may not require a consular officer or employee to give evidence as expert witness with regard to the laws of the sending state.

4. A consular officer or employee shall not be required to produce official archives in court or to testify as to their contents.

Exemption from military service, etc.

5. A consular officer or employee who is a national of the sending state and not a national of the receiving state and is not engaged in a private occupation for gain in the receiving state shall be exempt from military, naval, jury, administrative or police service of any character whatsoever.

Buildings and premises.

6. (a) The buildings and premises occupied by the sending state for official consular purposes shall not be subject to military billet-

ejercicio de deberes consulares por cualquier funcionario diplomático no perjudicará los privilegios e inmunidades personales adicionales a que tenga derecho tal funcionario debido a su categoría diplomática.

ARTICULO II

1. El funcionario consular que sea nacional del Estado representado y que no se dedique a ninguna ocupación lucrativa privada dentro del territorio del Estado receptor, será exento de aprehensión o de enjuiciamiento de dicho territorio, excepto cuando fuese acusado de haber cometido un delito que sujeté a la persona declarada culpable de ello a pena de prisión por un período de un año, o a penas mayores.

2. Un funcionario o empleado consular, en procedimientos civiles, estará sujeto a la jurisdicción de los tribunales del Estado receptor, excepto con respecto a lo actuado por él dentro del alcance de sus deberes oficiales. No obstante, no se le permitirá sostener que lo actuado por él fuera dentro del alcance de sus deberes oficiales en cualquier caso en el que una tercera persona resultara dañada por negligencia de la cual dicho funcionario o empleado fuera responsable según las leyes locales, o en el que la tercera tuviera motivo para creer que dicho funcionario o empleado actuaba en una capacidad privada.

3. Un funcionario o empleado consular podrá ser obligado a rendir testimonio en casos civiles o criminales, excepto con respecto a lo actuado por él dentro del alcance de sus deberes oficiales, o con respecto a cualquier asunto del cual él pudiera tener conocimiento sólamente por su estado oficial, pero el tribunal que demande su testimonio hará las gestiones posibles para evitar estorbos en la ejecución de sus deberes oficiales. El tribunal que demande el testimonio de un funcionario consular, donde sea posible o permisible, hará los arreglos necesarios para recibir el testimonio, verbalmente o por escrito, en la residencia u oficina del funcionario. Ningún tribunal podrá obligar a un funcionario o empleado consular a rendir testimonio como testigo experto con respecto a las leyes del Estado del cual es funcionario.

4. Un funcionario o empleado consular no estará obligado a exhibir los archivos oficiales, o a dar testimonio respecto al contenido de los mismos.

5. Un funcionario o empleado consular que sea nacional del Estado representado y que no sea nacional del Estado receptor, y que no se dedique a ocupación privada lucrativa en el Estado receptor, será exento de prestar servicios militares, navales, jurídicos, administrativos, o policíacos de cualquier clase.

6. (a) Los edificios y posesiones ocupados por el Estado representado para deberes consulares oficiales no estarán sujetos a servir

ing or to expropriation, condemnation, confiscation or seizure, except in accordance with the laws governing the condemnation of property for public purposes and in such case only upon prior payment to the sending state of the full value of the property condemned.

Furniture, office equipment, personal property, etc.

(b) All furniture, office equipment and other personal property located in any building occupied for official consular purposes and all vehicles, including aircraft, used in the performance of the official business of the consular office shall not be subject to military requisition or to expropriation, condemnation, confiscation or seizure.

Protection of residence and personal property.

7. The buildings and premises occupied exclusively as a personal residence by a consular officer or employee who is a national of the sending state and not a national of the receiving state and is not exercising a private occupation for gain in the receiving state shall be afforded comparable protection to that afforded to buildings and premises occupied for official consular purposes, and the personal property of any such consular officer or employee shall be afforded comparable protection to that afforded to the personal property of a comparable nature referred to in subparagraph (b) of paragraph 6 of this article.

ARTICLE III

Exemption from taxation.

1. No tax of any kind shall be levied or assessed in the territory of the receiving state by the receiving state, or by any state, province, municipality, or other local political 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.

Emoluments, salaries, wages, etc.

2. No tax of any kind shall be levied or assessed in the territory of the receiving state by the receiving state, or by any state, province, municipality, or other local subdivision thereof on the official emoluments, salaries, wages or allowances received as compensation for his consular services by a consular officer of the sending state who is not a national of the receiving state.

3. The provisions of paragraph 2 of this article also apply to the official emoluments, salaries, wages or allowances received by an employee of the consular office of the sending state who is not a national of the receiving state and whose name has been duly communicated to the appropriate authorities of the receiving state in accordance with the provisions of paragraph 5 of Article I.

4. A consular officer or employee who is a national of the sending state and is not a national of the receiving state, who is not engaged

para alojamientos militares, ni sujetos a expropiación, condena, confiscación, o comiso, excepto de acuerdo con las leyes que rijan la condena de propiedades para fines públicos, y en tales casos, sólamente después de haber sido pagado al Estado representado el valor total de la propiedad condenada.

(b) Todos los muebles, equipo de oficina, y otras propiedades personales que hubiera dentro de cualquier edificio ocupado para usos consulares oficiales, y todos los vehículos y naves, inclusive los de aviación, usados en los deberes oficiales de la oficina consular, serán exentos de requisición militar y de expropiación, condena, confiscación o comiso.

7. Los edificios y posesiones ocupados exclusivamente como residencia personal por un funcionario o empleado consular que sea nacional del Estado representado y no sea nacional del Estado receptor, y que no se dedique a ocupación privada lucrativa en el Estado receptor, recibirán protección comparable a la que se proporciona a los edificios y posesiones ocupados para motivos consulares oficiales, y los bienes personales de tal funcionario o empleado recibirán protección comparable a la que se proporciona a las propiedades personales de carácter comparable a las cuales se refiere cláusula (b) del párrafo 6 de este Artículo.

ARTICULO III

1. Ningún impuesto de ninguna clase se exigirá ni se cobrará dentro del territorio del Estado receptor por éste, ni por ningún estado, provincia, municipalidad, o cualquier otra subdivisión política local del Estado receptor, con respecto a honorarios percibidos por cuenta del Estado representado en compensación por servicios consulares, o con respecto a cualquier recibo extendido por el pago de dichos honorarios.

2. Ningún impuesto de ninguna clase se exigirá ni se cobrará dentro del territorio del Estado receptor por éste, ni por ningún estado, provincia, municipalidad, o cualquier subdivisión política local de dicho Estado, sobre los emolumentos, salarios, sueldos, o gajes oficiales recibidos en compensación de los servicios consulares de un funcionario consular quien no sea nacional del Estado receptor.

3. Las disposiciones del párrafo 2 de este artículo rigen también para con respecto a los emolumentos, salarios, sueldos, o gajes oficiales recibidos por un empleado de una oficina consular del Estado representado que no sea nacional del Estado receptor, y cuyo nombre haya sido debidamente comunicado a las autoridades competentes de dicho territorio, de acuerdo con las disposiciones del párrafo 5 del Artículo I.

4. Un funcionario o empleado consular que sea nacional del Estado representado y no sea nacional del Estado receptor, que no se dedique

in a private occupation for gain in the territory of the receiving state and who is the holder of an exequatur or other authorization to perform consular duties or whose name has been duly communicated to the appropriate authorities of the receiving state in accordance with paragraph 5 of Article I shall, except as provided in paragraph 5 of this article, be exempt in the territory of the receiving state from all other taxes levied or assessed by the receiving state, or by any state, province, municipality, or other local political sub-division thereof, including taxes or fees levied or assessed on the use or ownership of any vehicle or vessel, including aircraft, or of any wireless, radio or television set or in respect of the driving or operation of any vehicle or vessel including aircraft.

5. (a) The provisions of paragraph 4 of this article shall apply only to taxes 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 in respect of which some other person is legally liable, notwithstanding that the burden of the tax may be passed on to the consular officer or employee. If, however, a consular officer or employee is entitled to income from sources outside the territory of the receiving state, but that income is payable to him, or collected on his behalf, by a banker or other agent within the territory of the receiving state 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 of this article shall not apply to:

(1) taxes levied or assessed on the ownership or occupation of immovable property if such property is situated within the territory of the receiving state;

(2) taxes on income derived from property of any kind situated within the territory of the receiving state;

(3) taxes levied or assessed on that part of the estate of a consular officer or employee which is exclusive of property used by him in the performance of his official duties.

(c) For the purpose of clause (3) of subparagraph (b) of this paragraph any part of the estate of a deceased consular officer or employee which would otherwise be subject to taxation in the receiving state which does not exceed in value two times the amount of the official emoluments, salaries or allowances received by the consular officer or employee for the year immediately preceding his death,

a ocupación privada lucrativa en el territorio del Estado receptor, y que posea un exequatur u otra autorización para desempeñar deberes consulares, o cuyo nombre haya sido debidamente comunicado a las autoridades competentes del Estado receptor, de acuerdo con el párrafo 5 del Artículo I, será exento, con las excepciones estipuladas en el párrafo 5 de este artículo, dentro del territorio del Estado receptor, de todos los demás impuestos exigidos o por cobrar por éste, o por cualquier estado, provincia, municipalidad, u otra subdivisión política local de éste, incluyendo impuestos y honorarios exigidos o por cobrar sobre el uso o la posesión de cualquier vehículo o nave, incluyendo los de aviación, y de cualquier aparato inalámbrico, de radio, o de televisión, o con respecto al manejo o la operación de cualquier vehículo o nave, incluyendo los de aviación.

5. (a) Las disposiciones del párrafo 4 de este artículo regirán sólamente con respecto a impuestos cuyo pago, en ausencia de la exención otorgada por este artículo, debería legalmente efectuar el funcionario o empleado consular; y no regirán con respecto a impuestos cuyo pago debería legalmente efectuar otra persona, no obstante que la carga del impuesto recaiga sobre el funcionario o empleado consular. No obstante, si un oficial o empleado consular tuviera derecho a un ingreso de fuentes situadas fuera del territorio del Estado receptor, pero que dicho ingreso se lo pagara, o se lo recogiera por su cuenta, un banquero u otro agente dentro del territorio de dicho Estado y dicho banquero o agente fuera obligado a descontar un impuesto de rentas al pagarle dicho ingreso y a rendir cuentas del impuesto así descontado, tal funcionario o empleado consular tendrá el derecho de ser reembolsado en la cantidad del impuesto así descontado.

(b) Las disposiciones del párrafo 4 de este artículo no regirán con respecto a:

(1) impuestos exigidos o por cobrar sobre la posesión o la ocupación de propiedades inmuebles, si dicha propiedad está situada dentro del territorio del Estado receptor;

(2) impuestos sobre ingresos derivados de propiedades de cualesquier clases situadas dentro del territorio del Estado receptor;

(3) impuestos exigidos o por cobrar sobre esa parte de los bienes de un funcionario o empleado consular que no incluya las propiedades usadas por él en el desempeño de sus deberes oficiales.

(c) Para los fines de la cláusula (3) del sub-párrafo (b) de este párrafo, cualquier parte de los bienes de un funcionario o empleado fallecido que, de otro modo, sería sujeta a impuestos en el Estado receptor y que no tuviera un valor mayor de dos veces la cantidad de los emolumentos, salarios, o gajes oficiales percibidos por el funcionario o empleado consular durante el año inmediatamente anterior

shall be deemed conclusively to constitute property used by him in the performance of his official duties.

ARTICLE IV

Free entry of furniture, equipment and supplies.

1. All furniture, equipment and supplies intended for official use in a consular office of the sending state shall be permitted entry into the territory of the receiving state free of all customs duties and internal revenue or other taxes whether imposed upon or by reason of importation.

Baggage and effects, etc.

2. The baggage and effects and other articles imported exclusively for the personal use of consular officers and employees and the members of their respective families and suites, who are nationals of the sending state and are not nationals of the receiving state and who are not engaged in any private occupation for gain in the territory of the receiving state, shall be exempt from all customs duties and internal revenue or other taxes whether imposed by the receiving state, or by any state, province, municipality, or other local political sub-division thereof, upon or by reason of importation. Such exemption shall be granted with respect to property accompanying any person entitled to claim an exemption under this paragraph on first arrival or on any subsequent arrival and with respect to property consigned to any such person during the period the consular officer or employee, for or through whom the exemption is claimed, is assigned to or is employed in the receiving state by the sending state.

3. It is understood, however, (a) that the exemptions provided by paragraph 2 of this article shall be accorded in respect of employees in a consular office only when the names of such employees have been duly communicated in accordance with the provisions of paragraph 5 of Article I, to the appropriate authorities of the receiving state; (b) that in the case of the consignments to which paragraph 2 of this article refers, either state may, as a condition to the granting of the exemption provided in this article, require that a notification of any such consignment be given in such manner as it may prescribe; and (c) that nothing herein shall be construed to permit the entry into the territory of either state of any article the importation of which is specifically prohibited by law.

ARTICLE V

Acquisition of lands, buildings, etc.

1. The sending state may, in accordance with such conditions as may be prescribed by the laws of the receiving state, acquire by purchase, gift, devise, lease or otherwise, either in its own name or

a su muerte, se considerará conclusivamente como propiedad usada por él en el desempeño de sus deberes oficiales.

ARTICULO IV

1. Todos los muebles, enseres y abastecimientos destinados para fines oficiales en las oficinas consulares del Estado representado, gozarán de entrada al territorio del Estado receptor libres de todo derecho de aduana y cargas por concepto de las rentas públicas, u otros impuestos que se impongan a importaciones o que resulten de importaciones.

2. Los equipajes y efectos y demás artículos importados exclusivamente para el uso personal de funcionarios y empleados consulares y los miembros de sus respectivas familias y séquitos, que sean nacionales del Estado representado y no sean nacionales del Estado receptor, y que no se dediquen a ocupación privada lucrativa en el territorio del Estado receptor, serán exentos de todo derecho de aduana y cargas por concepto de las rentas públicas u otros impuestos, sean exigidos por el Estado receptor o sean exigidos por cualquier estado, provincia, municipalidad, u otra subdivisión política local de éste, al importarlos o por motivo de haber sido importados. Dicha exención será concedida con respecto a efectos que acompañen a cualquier persona que tenga derecho a pedir exención según este párrafo, al llegar al país por primera vez y todas las demás veces, y con respecto a bienes consignados a tal persona durante el período que dicho funcionario o empleado consular para quien o por medio de quien se pide la exención esté nombrado y esté empleado por el Estado representado dentro del Estado receptor.

3. Se entiende, no obstante, (a) que las exenciones provistas por el párrafo 2 de este artículo se concederán a empleados en una oficina consular, sólamente cuando los nombres de dichos empleados hayan sido debidamente comunicados, de acuerdo con las disposiciones del párrafo 5 del Artículo 1, a las autoridades competentes del Estado receptor; (b) que en el caso de bienes consignados según el párrafo 2 de este artículo, cualquiera de los dos Estados, como condición necesaria para conceder la exención a que este artículo se refiere, podrá exigir la notificación de tal consignación de bienes del modo que quiera prescribir; y (c) nada en este convenio se podrá interpretar como permiso para importar, al territorio de cualquiera de los Estados, artículos cuya importación esté específicamente prohibida por la ley.

ARTICULO V

1. El Estado representado, de acuerdo con las condiciones que sean indicadas por leyes del Estado receptor, podrá adquirir, por compra, regalo, legado de bienes raíces, arriendo, o de otra manera,

in the name of one or more persons acting on its behalf, the ownership or possession, or both, of lands, buildings and appurtenances located in the territory of the receiving state and required by the sending state for consular purposes. If under the local law the permission of the local authorities must be obtained as a prerequisite to any such acquisition such permission shall be given on application of the sending state.

Erection of buildings.

2. The sending state shall have the right to erect buildings and appurtenances on land, which is owned or held by or on behalf of the sending state in the territory of the receiving state for consular purposes, subject to compliance with local building, zoning or town-planning regulations applicable to all land in the area in which such property is situated.

3. No tax of any kind shall be levied or assessed in the territory of the receiving state by the receiving state, or by any state, province, municipality, or other local political subdivision thereof, on the sending state, or on any person acting on its behalf in accordance with paragraph 1 of this article, in respect of lands and buildings or appurtenances owned or held by or on behalf of the sending state for consular purposes, except taxes or other assessments levied for services or local public improvements by which the premises are benefited. A building, or part of a building, in which a consular office is situated and the rest of which is used as a consular residence is to be regarded as used exclusively for consular purposes.

4. No tax of any kind shall be levied or assessed in the territory of the receiving state by the receiving state, or by any state, province, municipality, or other local political sub-division thereof, on the ownership, possession or use of personal property owned or used by the sending state for consular purposes.

ARTICLE VI.

Display of coat of arms and flag.

1. A consular officer may place on the outside of the consular office the coat of arms or national device of the sending state with an appropriate inscription designating the office and may fly the flag of the sending state over or by such office. He may also place the coat of arms or national device and display the flag of the sending state on vehicles and vessels, including aircraft, employed by him in the exercise of his consular duties. A consular officer may display the flag of the sending state over or by his residence on the occasions which he considers appropriate.

Inviolability of offices and archives.

2. The quarters where consular business is conducted and the archives of the consular office of the sending state shall at all times

en nombre propio o en nombre de una o más personas que actúen por dicho Estado, el derecho a, o la posesión de, o ambas cosas, tierras, edificios, y pertenencias dentro del territorio del Estado receptor, y que el Estado representado necesite para sus servicios consulares. Si, según las leyes locales, el permiso de las autoridades tuviera que obtenerse como requisito previo a tal adquisición, se otorgará el permiso al solicitarlo el Estado representado.

2. El Estado representado tendrá el derecho de construir edificios y pertenencias en tierra propiedad de, o que esté en posesión de, o por la cuenta de, dicho Estado dentro del territorio del Estado receptor, para fines consulares, sujeto al cumplimiento de las leyes locales de construcción, o de planificación urbana, que rijan para todas las propiedades en el área donde esté ubicada dicha propiedad.

3. Ningún impuesto de ninguna clase será exigido o cobrado en el territorio del Estado receptor por dicho Estado, ni por ningún otro estado, provincia, municipalidad, o otra subdivisión política local de éste, sobre el Estado representado, ni sobre ninguna persona que actúe en nombre de éste, de acuerdo con el párrafo 1 de este artículo, con respecto a tierras y edificios y pertenencias que son propiedad de, o que están en posesión de, o por cuenta de, para fines consulares, el Estado representado, excepto impuestos u otros derechos por servicios locales o mejoras públicas que beneficien a dichas propiedades. Un edificio, o parte de un edificio, donde esté ubicada una oficina consular y del cual la parte restante se ocupe como residencia consular, se considerará como un edificio exclusivamente para fines consulares.

4. Ningún impuesto de ninguna clase será exigido o cobrado en el territorio del Estado receptor por dicho Estado, ni por ningún estado, provincia, municipalidad, u otra subdivisión política local de éste, sobre la adquisición, posesión, o uso de propiedades personales que son propiedad de o que son empleados por el Estado representado para fines consulares.

ARTICULO VI

1. Un funcionario consular podrá colocar en el exterior de la oficina consular el escudo o sello nacional de su Estado con una leyenda apropiada que indique la naturaleza de la oficina, y podrá enarbolar la bandera de su Estado encima de o en el exterior de tal oficina. Podrá también colocar el escudo o sello nacional o enarbolar su bandera sobre vehículos y naves, incluyendo los de aviación, empleados por él en el ejercicio de sus deberes consulares. Un funcionario consular podrá enarbolar la bandera de su Estado encima de o en el exterior de su residencia, en las fechas que él considere oportunas.

2. Los locales dedicados al desempeño de las labores consulares, y los archivos de la oficina consular del Estado representado, serán en

be inviolable, and under no pretext shall any of the authorities of the receiving state make any examination or seizure of papers or other property in such quarters or archives. When a consular officer is engaged in business within the territory of the receiving state, the files and documents of the consular office shall be kept in a place entirely separate from the place where private or business papers are kept.

Inviolability of consular correspondence.

3. Official consular correspondence shall be inviolable and the local authorities shall not examine or detain any such correspondence.

Protection of nationals.

ARTICLE VII

1. A consular officer of the sending state, may within his consular district address the authorities of the receiving state, or of any state, province, municipality, or other local political sub-division thereof, for the purpose of protecting the nationals of the sending state in the enjoyment of rights accruing by treaty or otherwise and may register complaints against the infraction of such rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through diplomatic channels. In the absence of a diplomatic representative, the principal consular officer stationed at the capital of the receiving state may apply directly to the Government of the receiving state.

Rights of consular officers.

2. (a) A consular officer shall, within his consular district, have the right:
 - (1) To interview, communicate with, and advise any national of the sending state;
 - (2) to inquire into any incidents which have occurred affecting the interests of any national of the sending state;
 - (3) to visit, upon notification to the appropriate authority, and have private access to any national of the sending state who is imprisoned or detained by the authorities of the receiving state; and
 - (4) to assist any national of the sending state in proceedings before or in relations with the appropriate authorities of the receiving state or of any state, province, municipality, or of any local political sub-division thereof.

(b) A consular officer shall be informed immediately by the appropriate authorities of the receiving state when any national of the sending state is confined in prison awaiting trial or otherwise detained in custody within his consular district by such authorities.

todo tiempo inviolables, y bajo ningún pretexto podrá autoridad alguna del Estado en el cual estén situados tales locales examinar o apoderarse de documentos u otros efectos guardados en dichos locales o archivos. Cuando un funcionario consular se dedique a algún negocio en el territorio del Estado dentro del cual desempeñe sus funciones, los archivos y documentos del Consulado serán guardados en un lugar enteramente aparte del lugar en donde se guarden documentos privados o referentes al negocio.

3. Correspondencia consular oficial será inviolable, y las autoridades locales no la examinarán, ni detendrán tal correspondencia.

ARTICULO VII

1. Un funcionario consular del Estado representado, dentro de su distrito consular, podrá dirigirse a las autoridades, ya sean nacionales, estatales, provinciales, o municipales, o de otra subdivisión política local del Estado receptor, con el objeto de proteger a los nacionales del Estado que represente, en el goce de derechos que puedan ser fundados en tratados o de otra manera, y podrá presentar quejas con motivo de la infracción de dichos derechos. La omisión, por parte de las autoridades competentes, de otorgar satisfacción o protección, podrá justificar la intervención diplomática. En ausencia de un representante diplomático, el principal funcionario consular residente en la capital del Estado receptor podrá dirigirse directamente al Gobierno de éste.

2. (a) Un funcionario consular tendrá el derecho, dentro de su distrito consular, de:

- (1) Entrevistar, comunicarse con, y aconsejar a cualquier nacional del Estado que represente;
- (2) Investigar cualesquier incidentes que hayan ocurrido y que afecten los intereses de cualquier nacional del Estado que represente;
- (3) Visitar, previa notificación a las autoridades competentes, y privadamente, a cualquier nacional del Estado representado que esté preso o esté detenido por las autoridades del Estado receptor; y
- (4) Ayudar a cualquier nacional del Estado representado en procedimientos o relaciones con las autoridades competentes del Estado receptor o de cualquier estado, provincia, municipalidad u otra subdivisión política local de éste.

(b) Un funcionario consular será informado inmediatamente por las autoridades competentes del Estado receptor cuando cualquier nacional del Estado representado esté aprisionado en espera de juicio legal, o que esté detenido en custodia por tales autoridades dentro del distrito consular de tal funcionario.

3. A national of the sending state shall have the right at all times to communicate with a consular officer of the sending state.

ARTICLE VIII

Notarial acts.

1. (a) A consular officer of the sending state may within his district:

(1) Authenticate or certify signatures, documents or copies of documents;

(2) prepare, receive, legalize, certify and attest declarations or depositions;

(3) prepare, attest, receive the acknowledgments of, certify, authenticate, legalize and in general, take such action as may be necessary to perfect or to validate any document or instrument of a legal character; and

(4) perform such other analogous services as he is authorized to perform by the laws of the sending state;

(b) A consular officer may perform the services specified in subparagraph (a) of this article whenever such services are required by a national of the sending state for use outside of the territory of the receiving state or by any person for use in the territory of the sending state or are rendered in accordance with procedures, not prohibited by the laws of the receiving state, established by the sending state for the protection of its nationals abroad or for the proper administration of its laws and regulations.

(c) A consular officer may also, to the extent permitted by the receiving state and in conformity with authority conferred on him by the sending state, perform the services specified in subparagraph (a) of this article in circumstances other than those provided for by subparagraph (b) of this article whenever the rendition of such services shall be deemed to be necessary or expedient.

ARTICLE IX

Administration of estates.

1. (a) Whenever the local authorities of the receiving state shall learn that a national of the sending state died in a locality subject to the jurisdiction of the receiving state and that there is not in the receiving state any person appointed by the decedent as his executor or as the representative of his estate or entitled to claim the whole or any part of the proceeds of the estate as his heir or next of kin or as a beneficiary under his will, such authorities shall advise the nearest consular officer of the sending state of the death of the decedent.

3. Un nacional del Estado representado tendrá el derecho en todo momento de comunicarse con su funcionario consular.

ARTICULO VIII

1. (a) Un funcionario consular del Estado representado tendrá el derecho, dentro de su distrito, de:

(1) Legalizar o certificar firmas, documentos, o copias de documentos;

(2) preparar, recibir, legalizar, certificar, y dar fe de declaraciones o testimonios;

(3) preparar, dar fe de, recibir reconocimientos de, certificar, autenticar, legalizar, y, en general, tomar las acciones que sean necesarias para perfeccionar o legalizar cualquier documento o instrumento legal; y

(4) prestar tales otros servicios análogos para los cuales esté autorizado por las leyes del Estado que representa;

(b) Un funcionario consular podrá prestar los servicios mencionados en la cláusula (a) de este artículo siempre que tales servicios sean requeridos por un nacional del Gobierno que representa para uso fuera del territorio del Estado receptor, o por cualquier persona para uso dentro del territorio del Estado representado, o que sean prestados de acuerdo con procedimientos, que no estén prohibidos por las leyes del Estado receptor, establecidos por el Estado representado para la protección de sus nacionales en el exterior o para la administración adecuada de sus leyes y reglamentos.

(c) Un funcionario consular podrá también, hasta donde sea permitido por el Estado receptor, y de acuerdo con la autoridad que su Gobierno le haya conferido, prestar los servicios mencionados en la cláusula (a) de este artículo bajo circunstancias distintas a las mencionadas en la cláusula (b) de este artículo, cuando la ejecución de tales servicios se considere necesario o conveniente.

ARTICULO IX

1. (a) Toda vez que las autoridades locales del Estado receptor tengan conocimiento de que un nacional del Estado representado haya muerto en un lugar sujeto a la jurisdicción del Estado receptor, y que no se encuentre dentro de éste ninguna persona nombrada por el fallecido como albacea testamentario o como representante de sus bienes o quien tenga derecho a la totalidad o a una parte del producto de sus bienes como su heredero o pariente más cercano o como beneficiario en su testamento, tales autoridades avisarán al funcionario consular más cercano del Estado representado del fallecimiento de dicha persona.

(b) Whenever the local authorities of the receiving state shall learn that a decedent, irrespective of his nationality or the place of his residence, left in the receiving state property in which a person known to be a national of the sending state has an interest under the terms of the decedent's will or in accordance with the appropriate laws of descent and distribution, or in any other manner, the local authorities shall furnish the nearest consular officer of the sending state with such information as may be needed by him to protect the interests of such national.

2. (a) In any case where a deceased person leaves property in the receiving state and a legal or equitable interest in such property is held or claimed by a national of the sending state, who is not resident in the territory of the receiving state and is not legally represented there by any person, the consular officer of the sending state in whose district the estate of the decedent is being administered or, if no administration has been instituted, the property is situated, shall have the right, except as such right may be limited by Section 3 of this article, 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 favor of the consular officer. If subsequently such national becomes legally represented in the territory of the receiving state and the consular officer is notified to that effect the position of the consular officer will be as if the powers of attorney had become revoked.

(b) The provisions of subparagraph (a) of this article apply whatever the nationality of the decedent and irrespective of the place of his death.

(c) In any case where subparagraph (a) of this article applies, the consular officer shall have the right to take steps for the protection and preservation of the interests of the person whom he is entitled to represent under subparagraph (a). He shall also have the right, in any such case, to take possession of the estate or the property unless other persons, having superior interests, have taken the necessary steps to assume possession thereof. If under the law of the receiving state, a grant or order of a court is necessary for the purpose of permitting the consular officer to exercise the rights which he is entitled to exercise pursuant to this subparagraph such rights shall be recognized by the courts and any grant or order which would have been made in favor of the person whose interests are represented by the consular officer, if he had been present and applied for it, shall be made in favor of the consular officer on his application.

(b) Toda vez que las autoridades locales del Estado receptor tengan conocimiento de que un finado, sin consideración de su nacionalidad o lugar de residencia, haya dejado en el Estado receptor bienes en los cuales una persona que se sabe es nacional del Estado representado tenga interés bajo los términos del testamento del finado o de acuerdo con las leyes competentes de patrimonio y de distribución, o de cualquier otra manera, las autoridades locales suministrarán al funcionario consular más cercano del Estado representado los informes que él necesite para proteger los intereses de su nacional.

2. (a) En todo caso en que un finado deje bienes en el Estado receptor y donde un nacional del Estado representado tenga o reclame un derecho legal o de equidad en tales bienes, y donde tal nacional no resida dentro del territorio del Estado receptor y no tenga ninguna representación legal en éste, el funcionario consular del Estado representado en cuyo distrito un albacea administra la sucesión, o, si no hay administración, en cuyo distrito estén ubicados los bienes, tendrá el derecho, salvo como sea limitado dicho derecho por la Sección 3 de este artículo, de representar a dicho nacional con respecto a sus intereses en la sucesión o propiedades, como si dicho nacional hubiera otorgado a dicho funcionario su representación legal. Si posteriormente tal nacional se hiciera representar legalmente en el territorio del Estado receptor y se notificara de ésto al funcionario consular, la posición de dicho funcionario consular será como si su representación legal hubiera sido revocada.

(b) Las disposiciones de la cláusula (a) de este artículo rigen, sea cual fuera la nacionalidad del finado, y sin consideración del lugar donde murió.

(c) En todo caso donde rige la cláusula (a) de este artículo, el funcionario consular tendrá el derecho de hacer gestiones para la protección y conservación de los intereses de la persona a quien él tenga derecho de representar, según la cláusula (a). El tendrá además el derecho, en todos estos casos, de tomar posesión de las sucesiones o propiedades, de no ser que otras personas quienes tengan intereses superiores hayan hecho las gestiones necesarias para tomar posesión de ellos. Si, según las leyes del Estado receptor, un permiso o documento de albaceazgo del tribunal fuera necesario para permitir al funcionario consular ejercitar los derechos para los cuales esté autorizado según dicha cláusula, tales derechos serán reconocidos por los tribunales, y cualquier permiso o documento que hubiera sido otorgado a nombre de la persona a quien el funcionario representa, caso de que dicha persona se hubiera presentado para pedirlo, se otorgará a nombre del funcionario consular, al solicitarlo éste.

(d) The consular officer shall be permitted to undertake the full administration of the estate whenever and to the same extent as a person, whose interest he represents under subparagraph (a) of this article, would have had the right to administer the estate if he had been present. If by the law of the receiving state a grant by a court is necessary, the consular officer shall have the right to apply for and to receive a grant to the same extent as the person he represents would have had, if such person had been present and applied for it. The court may, however, postpone the making of a grant of administration to the consular officer (with or without the will annexed) 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.

3. A consular officer of the sending state may, on behalf of a national of the sending state who is not a resident of the receiving state, receive for transmission to such a person, through channels prescribed by the sending state, any money or property to which such person 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 shall not, however, be required to make such distribution through a consular officer. If a court, agency or person does make distribution through a consular officer, it may require him to furnish reasonable evidence of the receipt of the money or property by the person or persons entitled thereto. The authority vested in a consular officer by this section shall be in addition to and not in limitation of the authority vested in him by previous paragraphs of this article.

4. Whenever a consular officer shall undertake the full administration of an estate pursuant to subparagraph (d) of paragraph 2 of this article, he subjects himself in his capacity as administrator to the jurisdiction of the court making the appointment for all necessary purposes to the same extent as if he were a national of the receiving state.

5. The provisions of this article shall be subject to any laws of, or regulations issued pursuant to law by, the receiving state providing for, or relating to, war or a national emergency.

ARTICLE X

Controversies, etc.,
on merchant vessels.

1. (a) A consular officer of the sending state shall, except as herein-after provided, have the right to exercise exclusive jurisdiction over

(d) Al funcionario consular se le permitirá encargarse de la administración total de tales sucesiones en todo caso igual como la persona a quien él representa según la cláusula (a) de este artículo hubiera tenido el derecho de administrar la sucesión si hubiera estado presente. Si, según las leyes del Estado receptor es necesario el permiso de la corte, el funcionario consular tendrá el derecho de solicitar y de recibir este permiso igual como la persona a quien él represente, si tal persona hubiera estado presente y hubiera solicitado el permiso. No obstante, la corte podrá posponer la entrega del permiso de albaceazgo al funcionario consular (vaya acompañado o no por el testamento) hasta la fecha que considere necesaria para permitir que la persona representada por el funcionario consular sea informada, para poder decidir si desea ser representada por otra persona que no fuera dicho funcionario consular.

3. Un funcionario consular del Gobierno representado podrá, por cuenta de un nacional de su Gobierno que no sea residente del Estado receptor, recibir, para la remisión a dicho nacional por conductos indicados por el Estado representado, cualesquier fondos o bienes a los cuales dicho nacional tenga derecho como consecuencia de la muerte de cualquier persona. Tales fondos o bienes podrán incluir, pero no se limitan a, interés en cualquiera sucesión, pagos hechos de acuerdo con las leyes de indemnizaciones de trabajadores u otras leyes parecidas, y el producto de pólizas de vida. Al tribunal, agencia, o persona que haya la distribución, no se le obligará, no obstante, a hacer tal distribución por medio de un funcionario consular. Si un tribunal, agencia, o persona hiciera distribución por medio de un funcionario consular, podrá exigirle que dé pruebas razonables del recibo de los fondos o bienes por la persona o personas que tengan derecho a los mismos. La autoridad concedida a un funcionario consular por esta sección será además de, y no como limitación a, la autoridad concedida a él por párrafos anteriores de este artículo.

4. Toda vez que un funcionario consular emprenda el albaceazgo por completo de una sucesión según la cláusula (d) del párrafo 2 de este artículo, se somete, en cuanto a su carácter de albacea, a la jurisdicción del tribunal u otro organismo que le hubiera discernido el nombramiento, para todos los fines necesarios, en el mismo grado como si fuera nacional del Estado receptor.

5. Las disposiciones de este artículo estarán sujetas a todas las leyes, y los reglamentos de ley, del Estado receptor, proveyendo para, o relacionados a, un estado de guerra o emergencia nacional.

ARTICULO X

1. (a) Un funcionario consular del Estado representado, excepto en los casos aquí especificados, tendrá el derecho de jurisdicción exclusiva

controversies arising out of the internal order of merchant vessels of the sending state and over matters pertaining to the enforcement of discipline on board whenever any such vessels shall have entered the territorial waters of the receiving state within his consular district.

(b) A consular officer of the sending state shall have jurisdiction over issues concerning the adjustment of wages of members of the crews of vessels of the sending state which shall have entered the territorial waters of the receiving state within his consular district and the execution of contracts relating to such wages. Such jurisdiction shall not in any case, however, exclude the jurisdiction conferred on the competent authorities of the receiving state under existing or future laws.

2. Notwithstanding the provisions of paragraph 1 of this article a consular officer shall not, except as permitted by the laws of the receiving state, exercise jurisdiction in any case involving an offense committed on board a merchant vessel of the sending state, which offense would be punishable under the law of the receiving state by a sentence of imprisonment for a period of at least one year, or by penalties in excess thereof.

3. A consular officer may freely invoke the assistance of the competent authorities of the receiving state in any matter pertaining to the maintenance of internal order on board a vessel of the sending state which shall have entered within the territorial waters of the receiving state. Upon the receipt by such authorities of the request of the consular officer the requisite assistance shall be given.

4. A consular officer, or a consular employee designated by him, may appear with the officers and crews of the vessels of the sending state before the judicial and administrative authorities of the receiving state for the purpose of observing any proceedings affecting such persons and rendering such assistance as may be permitted by the laws of the receiving state.

ARTICLE XI

Inspection of vessels.

1. A consular officer of the sending state shall have the right to inspect within the ports of the receiving state within his consular district, the merchant vessels of any state 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 laws of the sending state as a condition to the entry of vessels into its ports and to furnish to the competent authorities of the sending

en controversias que surjan con motivo del orden interno de las embarcaciones privadas de su país y en asuntos relacionados con el cumplimiento de la disciplina a bordo, siempre que tales embarcaciones hayan entrado a las aguas territoriales del Estado receptor dentro del distrito consular de dicho funcionario.

(b) Un funcionario consular del Estado representado tendrá asimismo jurisdicción sobre las cuestiones relacionadas con ajustes de salarios de miembros de las tripulaciones de embarcaciones de su país que hayan entrado dentro de las aguas territoriales del Estado receptor, dentro de su distrito consular, y la ejecución de contratos para tales salarios. La citada jurisdicción, en ningún caso, sin embargo, excluirá la conferida a las autoridades respectivas del Estado receptor, conforme a leyes existentes de éste, o a las que se dicten en el futuro.

2. No obstante las disposiciones de párrafo 1 de este artículo un funcionario consular no podrá, excepto como sea permitido por las leyes del Estado receptor, ejercitar jurisdicción en cualquier caso relacionado con una ofensa cometida a bordo de una embarcación mercantil de su país, si dicha ofensa sería castigada según las leyes del Estado receptor por una sentencia a pena de prisión por un período de por lo menos un año, o a penas mayores.

3. El funcionario consular podrá invocar libremente el auxilio de las autoridades competentes del Estado receptor en cualquier asunto relacionado con la conservación del orden interno a bordo de un buque de su propio país que haya entrado dentro de las aguas territoriales del Estado receptor. Al recibir dichas autoridades la solicitud del funcionario consular, se le proporcionarán los auxilios necesarios.

4. Un funcionario consular, o un empleado consular por él nombrado, podrá comparecer, en compañía de los oficiales y de las tripulaciones de los barcos de su país, ante las autoridades jurídicas y administrativas del Estado receptor, con el objeto de observar la tramitación de un juicio que afectara a tales personas y para darles la ayuda que sea permitida por las leyes del Estado receptor.

ARTICULO XI

1. Un funcionario consular tendrá el derecho de inspeccionar, dentro de los puertos del Estado receptor que estén dentro de su distrito consular, los barcos mercantes de cualquier Estado destinados para un puerto del país del funcionario, para el efecto de permitirle obtener los informes necesarios para poder preparar y ejecutar los documentos que fueren requeridos por las leyes de su Gobierno como requisito para la entrada de barcos en sus puertos, y de suministrar a las autoridades competentes de su Gobierno los informes con respecto

state such information with regard to sanitary or other matters as such authorities may require.

2. In exercising the rights conferred upon him by this article a consular officer shall act with all possible despatch and without unnecessary delay.

ARTICLE XII

Salvage of vessels.

1. All arrangements relative to the salvage of a vessel of the sending state wrecked upon the coasts of the receiving state may, unless the vessel shall have been attached by a salvor, be directed by such person as shall be authorized for such purpose by the law of the sending state and whose identity and authority shall have been made known to the authorities of the receiving state by the consular officer of the sending state within whose consular district the wrecked vessel is found, or, in the absence of any such person, by such consular officer.

2. Pending the arrival of the consular officer, who shall be informed immediately of the occurrence of the wreck, or of such other person as may be authorized to act in the premises, the authorities of the receiving state shall take all necessary measures for the protection of persons and the preservation of property. Such measures shall, however, be restricted to those necessary for the maintenance of order, the protection of the interests of the salvors and the execution of the arrangements which shall be made for the entry or exportation of the salvaged merchandise. Such merchandise is not to be subjected to any customs or customhouse charges, unless it be intended for consumption in the receiving state.

3. The intervention of the authorities of the receiving state shall not occasion any expenses except such expenses as may be caused by the operations of salvage and the preservation of the goods saved, or which would be incurred under similar circumstances by vessels of the receiving state.

4. If a wreck is found within a port, or constitutes a navigational hazard within the territorial waters of the receiving state, there shall also be observed those arrangements which may be ordered by the authorities of the receiving state with a view to avoiding any damage that might otherwise be caused by the wrecked vessel to the port facilities and to other vessels.

ARTICLE XIII

"National."

For the purpose of this convention the term "national" shall be deemed to include any natural person or juridical entity possessing, as the case may be, the nationality of the receiving or the sending state,

a condiciones sanitarias u otros asuntos que dichas autoridades puedan necesitar.

2. Al hacer uso del derecho que le confiere el presente artículo, un funcionario consular obrará con toda la rapidez posible y sin demoras innecesarias.

ARTICULO XII

1. Las operaciones relacionadas con el salvamento de una embarcación perteneciente al Estado representado que naufragare en las costas del Estado receptor podrán ser dirigidas—de no ser que la embarcación haya sido embargada por un buque de salvamento—por la persona que sea autorizada para ello por las leyes del Estado representado, y cuya identidad y autoridad hayan sido comunicadas a las autoridades del Estado receptor por el funcionario consular dentro de cuyo distrito la embarcación se encuentre naufragada, o, en la ausencia de semejante persona, por dicho funcionario consular.

2. Mientras llegue el funcionario consular, a quien se le habrá informado inmediatamente del naufragio, o llegue cualquier otra persona que fuera autorizada para actuar respecto al naufragio, las autoridades del Estado receptor tomarán todas las medidas que fueren necesarias para la protección de las personas y conservación de los bienes. Tales medidas, no obstante, se limitarán a aquellas necesarias para mantener orden, y para la protección de los intereses de las personas ocupadas en el salvamento y la ejecución de las disposiciones que deban cumplirse para la entrada o la exportación de las mercancías salvadas. Tales mercancías no estarán sujetas al pago de derechos o impuestos de aduana, a menos que se destinen al consumo en el Estado receptor.

3. La intervención de las autoridades del Estado receptor no ocasionará otros gastos que aquellos debidos a las operaciones de salvamento y a la conservación de las mercancías salvadas, o los que hubieran contraído en circunstancias similares, buques del Estado receptor.

4. Cuando el naufragio ocurra dentro de un puerto, o constituya un peligro marítimo dentro de las aguas territoriales del Estado receptor, se observarán también las disposiciones que dicten las autoridades locales del Estado receptor, tendientes a evitar cualquier daño que con el suceso pudiera causar el buque naufragado a las facilidades del puerto o a otras embarcaciones.

ARTICULO XIII

Para el fin de esta Convención, se entenderá que el término “nacional” incluirá todo ser humano o entidad jurídica que posea, como sea el caso, la nacionalidad del Estado receptor o del Estado repre-

"Person."

and the term "person" shall be deemed to include any natural person or juridical entity.

ARTICLE XIV

1. The territories of the contracting states to which the provisions of this convention apply shall be understood to comprise all areas of land and water subject to the sovereignty or authority of either state, except the Panama Canal Zone.

2. The provisions of paragraph 2, Article I, do not confer upon Consular officials and employees of the United States of America those rights, privileges, exemptions, and immunities conferred to Consular officials and employees of one or more of the Republics of El Salvador, Guatemala, Honduras and Nicaragua, by virtue of Treaties and other agreements which have been entered into or may be entered into between the Republic of Costa Rica and one or more of the Republics of El Salvador, Guatemala, Honduras and Nicaragua.

ARTICLE XV

1. This Convention shall be ratified and the ratifications thereof shall be exchanged at San José, Costa Rica.

Post, p. 278.

The Convention shall take effect in all its provisions the thirtieth day after the day of exchange of ratifications [¹] and shall continue in force for the term of ten years.

*Modification or
termination.*

2. If, six months before the expiration of the aforesaid term of ten years, the Government of neither State shall have given notice to the Government of the other State of an intention to modify or terminate any of the provisions of this Convention or to terminate the Convention upon the expiration of the aforesaid term of ten years, the Convention shall continue in force after the aforesaid term and until six months from the date on which the Government of either State shall have given notice to the Government of the other State of an intention to modify or terminate the Convention.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Convention and have hereunto affixed their seals.

DONE in duplicate in English and Spanish, in the city of San José, this twelfth day of January, 1948.

JOHN WILLARD CARRIGAN.
*Chargé d'Affaires ad Interim
of the United States of America*

ALVARO BONILLA LARA
*Secretary of State Encharged
with the Office of Foreign Relations*

[SEAL]

[SEAL]

¹ Entered into force Mar. 19, 1950.

sentado, y se entenderá que el término "persona" incluye a todo ser humano o entidad jurídica.

ARTICULO XIV

1. Los territorios de las Partes contratantes a los cuales se refieren las disposiciones de esta Convención, se entiende que consistirán en todas las áreas de tierra y agua sujetas a la soberanía o la autoridad de cualquiera de las Partes contratantes, menos la Zona del Canal.

2. Las disposiciones del párrafo 2, Artículo I, no confieren a los funcionarios y empleados consulares de los Estados Unidos de América los derechos, privilegios, exenciones, e inmunidades conferidos a los funcionarios y empleados consulares de una o más de las Repúblicas de El Salvador, Guatemala, Honduras, y Nicaragua en virtud de tratados, y otros convenios que se hayan suscrito ó que llegasen a ser suscritos entre la República de Costa Rica y una o más de las Repúblicas de El Salvador, Guatemala, Honduras y Nicaragua.

ARTICULO XV

1. Esta Convención será ratificada y se canjearán las ratificaciones respectivas en San José, Costa Rica.

La Convención entrará en vigor, en cuanto a todas las disposiciones que contiene, treinta días después de la fecha del canje de ratificaciones, y seguirá en vigor durante un período de diez años.

2. Si seis meses antes de la expiración del período arriba mencionado de diez años, ninguno de los Gobiernos de los dos Estados hubiere avisado al Gobierno del otro Estado su intención de enmendar o terminar cualesquier disposiciones de esta Convención, o poner término a la Convención a la expiración del período antes mencionado de diez años, la Convención seguirá en vigor con posterioridad a dicho período y hasta el término de seis meses contados a partir de la fecha en que el Gobierno de cualquiera de los dos Estados hubiere notificado al Gobierno del otro Estado su intención de enmendar o de poner fin a ella.

EN TESTIMONIO DE LO CUAL los Plenipotenciarios respectivos han firmado esta Convención y fijado en la misma sus sellos.

Hecha en duplicado, en los idiomas inglés y español, en la ciudad de San José, el día doce del mes de enero de 1948.

JOHN WILLARD CARRIGAN

ALVARO BONILLA LARA

Encargado de Negocios ad Interim Secretario de Estado Encargado del
de los Estados Unidos de América Despacho de Relaciones Exteriores

[SEAL]

[SEAL]

[SEAL]

[SEAL]

WHEREAS the Senate of the United States of America, by their resolution of August 17, 1949, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was duly ratified by the President of the United States of America on September 2, 1949, in pursuance of the aforesaid advice and consent of the Senate, and has been duly ratified on the part of the Republic of Costa Rica;

WHEREAS the respective instruments of ratification of the said convention were duly exchanged at San José on February 17, 1950;

AND WHEREAS it is provided in Article XV of the said convention that the convention shall take effect in all its provisions the thirtieth day after the day of exchange of ratifications;

NOW, THEREFORE, I, Harry S. Truman, 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 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 on and after March 19, 1950, the thirtieth day after the day of exchange of ratifications.

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 nineteenth day of March
in the year of our Lord one thousand nine hundred fifty
[SEAL] and of the Independence of the United States of America
the one hundred seventy-fourth.

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

UNITED KINGDOM
U. S. EDUCATIONAL COMMISSION

*Agreement amending the agreement of September 22, 1948, as amended.
Effectuated by exchange of notes signed at London January 20, 1950; entered
into force January 20, 1950.*

TIAS 2051
Jan. 20, 1950

*The American Charge d'Affaires ad interim to the British Minister
of State*

AMERICAN EMBASSY,
LONDON
January 20, 1950

EXCELLENCY,

In order to provide for the continued operation of the United States Educational Commission in the United Kingdom established pursuant to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed in London on September 22nd, 1948, I have the honor to propose that, the Government of the United Kingdom shall make funds available for the purposes of the said Agreement, in addition to the sum mentioned in paragraph (a) of Article 2 thereof, by deposit in the United Kingdom in the name of the Treasurer of the United States of a sum in pounds sterling not exceeding the equivalent of the sum of \$2,000,000 in United States currency in amounts and at times requested by the Government of the United States.

If the Government of the United Kingdom agree to the above proposal, I have the honor further to propose that this Note together with Your Excellency's reply in that sense shall constitute an agreement between our respective Governments.

Accept, Excellency, the renewed assurances of my high consideration,

J. C. HOLMES,
Charge d'Affaires ad interim

The Rt. Hon. HECTOR McNEIL, M.P.,
*Minister of State,
Foreign Office,
S. W. 1.*

*The British Minister of State to the American Chargé d'Affaires
ad interim*

FOREIGN OFFICE,

S. W. 1.

No. CRL 25/10

20th January, 1950.

SIR,

I have received your note of this day's date which reads as follows:-

"In order to provide for the continued operation of the United States Educational Commission in the United Kingdom established pursuant to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed in London on September 22nd, 1948, I have the honour to propose that, the Government of the United Kingdom shall make funds available for the purposes of the said Agreement, in addition to the sum mentioned in paragraph (a) of Article 2 thereof, by deposit in the United Kingdom in the name of the Treasurer of the United States of a sum in pounds sterling not exceeding the equivalent of the sum of \$2,000,000 in United States currency in amounts and at times requested by the Government of the United States.

"If the Government of the United Kingdom agree to the above proposals, I have the honour further to propose that this Note together with Your Excellency's reply in that sense shall constitute an agreement between our respective Governments".

In reply I have the honour to inform you that the Government of the United Kingdom accept the proposal contained in your note and confirm that that note together with the present reply shall constitute an agreement between our respective Governments.

I have the honour to be, with high consideration, Sir,

Your obedient Servant,

(For the Secretary of State)

HECTOR MCNEIL.

The Honorable

JULIUS C. HOLMES,

etc., etc., etc.,

1, Grosvenor Square,

W. 1.

MULTILATERAL WORLD METEOROLOGICAL ORGANIZATION

Convention and related protocol opened for signature at Washington October 11, 1947; ratification advised by the Senate of the United States of America April 20, 1949; ratified by the President of the United States of America May 4, 1949; ratification of the United States of America deposited at Washington May 4, 1949; proclaimed by the President of the United States of America March 29, 1950; entered into force March 23, 1950.

TIAS 2052
Oct. 11, 1947

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION

WHEREAS the convention of the World Meteorological Organization was opened for signature at Washington on October 11, 1947 for a period of 120 days, and was signed during that period by representatives of the United States of America and 41 other states;

WHEREAS there was formulated and opened for signature at the same time a related protocol concerning Spain;

WHEREAS the texts of the said convention and related protocol, in the English and French languages, are word for word as follows:

CONVENTION OF THE WORLD METEOROLOGICAL ORGANIZATION

With a view to coordinating, standardizing, and improving world meteorological activities and to encouraging an efficient exchange of meteorological information between countries in the aid of human activities the contracting States agree to the present Convention, as follows:

PART I

Establishment

Article 1

The Organization.

The World Meteorological Organization (hereinafter called the Organization) is hereby established.

PART II

Article 2

Purposes

The purposes of the Organization shall be:

- (a) To facilitate worldwide cooperation in the establishment of networks of stations for the making of meteorological observations or other geophysical observations related to meteorology and to promote the establishment and maintenance of meteorological centers charged with the provision of meteorological services;
- (b) To promote the establishment and maintenance of systems for the rapid exchange of weather information;
- (c) To promote standardization of meteorological observations and to ensure the uniform publication of observations and statistics;
- (d) To further the application of meteorology to aviation, shipping, agriculture, and other human activities; and
- (e) To encourage research and training in meteorology and to assist in coordinating the international aspects of such research and training.

PART III

Membership

Article 3

Members

The following may become Members of the Organization by the procedure set forth in the present Convention:

- (a) Any State represented at the Conference of Directors of the International Meteorological Organization convened at Washington, D. C., on September 22, 1947, as listed in Annex I attached hereto, and which signs the present Convention and ratifies it in accordance with Article 32, or which accedes thereto, in accordance with Article 33; *Post*, p. 324.
- (b) Any Member of the United Nations having a meteorological service by acceding to the present Convention in accordance with Article 33;
- (c) Any State, fully responsible for the conduct of its international relations and having a meteorological service, not listed in Annex I of the present Convention and not a Member of the United Nations, after the submission of a request for membership to the Secretariat of the Organization and after its approval by two-thirds of the Members of the Organization as specified in paragraphs (a), (b) and (c) of this Article by acceding to the present Convention in accordance with Article 33;
- (d) Any territory or group of territories maintaining its own meteorological service and listed in Annex II attached hereto, upon application of the present Convention on its behalf, in accordance with paragraph (a) of Article 34, by the State or States responsible for its international relations and represented at the Conference of Directors of the International Meteorological Organization convened at Washington, D. C., on September 22, 1947, as listed in Annex I of the present Convention. *Post*, pp. 326, 353.
- (e) Any territory or group of territories, not listed in Annex II of the present Convention, maintaining its own meteorological service but not responsible for the conduct of its international relations, on behalf of which the present Convention is applied in accordance with paragraph (b) of Article 34, provided that the request for membership is presented by the Member responsible for its international relations, and secures approval by two-thirds of the Members of the Organization as specified in paragraphs (a), (b) and (c) of this Article.

- (f) Any trust territory or group of trust territories maintaining its own meteorological service and administered by the United Nations to which the United Nations applies the present Convention in accordance with Article 34.

Any request for membership in the Organization shall state in accordance with which paragraph of this Article membership is sought.

PART IV

Organization

Article 4

- (a) The Organization shall comprise:
- (1) The World Meteorological Congress (hereinafter called the Congress);
 - (2) The Executive Committee;
 - (3) Regional Meteorological Associations (hereinafter called the Regional Associations);
 - (4) Technical Commissions;
 - (5) The Secretariat.
- (b) There shall be a President and two Vice-Presidents of the Organization who shall also be President and Vice-Presidents of the Congress and of the Executive Committee.

PART V

Eligibility

Article 5

- (a) Eligibility for election to the offices of President and Vice-President of the Organization, of President and Vice-President of the Regional Associations, and for membership, subject to the provisions of Article 13 (c) of the present Convention, on the Executive Committee should be confined to the Directors of Meteorological Services of Members of the Organization.
- (b) In the performance of their duties, the officers of the Organization and the members of the Executive Committee should regard themselves as representatives of the Organization rather than as representatives of particular Members thereof.

PART VI

The World Meteorological Congress

Article 6

Composition

- (a) The Congress is the supreme body of the Organization and shall be composed of delegates representing Members. Each Member shall designate one of its delegates, who should be the director of its meteorological service, as its principal delegate.
- (b) With a view to securing the widest possible technical representation, any director of a meteorological service or any other individual may be invited by the President to be present at and participate in the discussions of the Congress.

Article 7

Functions

The functions of the Congress shall be:

- (a) To determine general regulations, subject to the provisions of the present Convention, prescribing the constitution and the functions of the various bodies of the Organization;
- (b) To determine its own rules of procedure;
- (c) To elect the President and Vice-Presidents of the Organization, and other Members of the Executive Committee, in accordance with the provisions of Article 10 (a) (4) of the present Convention. Presidents and Vice-Presidents of Regional Associations and Technical Commissions shall be elected in accordance with the provisions of Articles 18 (e) and 19 (c), respectively, of the present Convention;
- (d) To adopt technical regulations covering meteorological practices and procedures;
- (e) To determine general policies for the fulfilment of the purposes of the Organization as set forth in Article 2 of the present Convention;
- (f) To make recommendations to members on matters within the purposes of the Organization;
- (g) To refer to any other body of the Organization any matter within the provisions of the present Convention upon which such body is empowered to act;
- (h) To consider the reports and activities of the Executive Committee and to take such action in regard thereto as the Congress may determine;

- (i) To establish Regional Associations in accordance with the provisions of Article 18; to determine their geographical limits, coordinate their activities, and consider their recommendations;
- (j) To establish Technical Commissions in accordance with the provisions of Article 19; to define their terms of reference, coordinate their activities, and consider their recommendations;
- (k) To determine the location of the Secretariat of the Organization;
- (l) To take any other appropriate action to further the purposes of the Organization.

Article 8

Execution of Congress Decisions

- (a) All Members shall do their utmost to implement the decisions of the Congress.
- (b) If, however, any Member finds it impracticable to give effect to some requirement in a technical resolution adopted by Congress, such Member shall inform the Secretary General of the Organization whether its inability to give effect to it is provisional or final, and state its reasons therefor.

Article 9

Meetings

Meetings of the Congress shall be convened by decision of the Congress or of the Executive Committee at intervals not exceeding four years.

Article 10

Voting

- (a) Each Member shall have one vote in decisions of the Congress, except that only Members of the Organization which are States, as specified in paragraphs (a), (b) and (c) of Article 3 of the present Convention, (hereinafter referred to as "Members which are States"), shall be entitled to vote on any of the following subjects:
 - (1) Amendment or interpretation of the present Convention or proposals for a new Convention;
 - (2) Membership of the Organization;
 - (3) Relations with the United Nations and other intergovernmental organizations;
 - (4) Election of the President and Vice-Presidents of the Organization and of the members of the Executive Committee other than the Presidents and Vice-Presidents of the Regional Associations.

(b) Decisions of the Congress shall be by two-thirds majority of the votes cast for and against, except that elections of individuals to serve in any capacity in the Organization shall be by simple majority of the votes cast. The provisions of this paragraph, however, shall not apply to decisions taken in accordance with Articles 3, 25, 26, and 28 of the present Convention.

Article 11

Quorum

A majority of the Members shall be required to constitute a quorum for meetings of the Congress. For those meetings of the Congress at which decisions are taken on the subjects enumerated in paragraph (a) of Article 10, a majority of the Members which are States shall be required to constitute a quorum.

Article 12

First Meeting of the Congress

The first meeting of the Congress shall be convened by the President of the International Meteorological Committee of the International Meteorological Organization as soon as practicable after the coming into force of the present Convention.

PART VII

The Executive Committee

Article 13

Composition

The Executive Committee shall consist of:

- (a) The President and Vice-Presidents of the Organization;
- (b) The Presidents of Regional Associations, or in the event that Presidents cannot attend, alternates as provided for in the general regulations;
- (c) Directors of Meteorological Services of Members of the Organization or their alternates, equal in number to the number of Regions, provided that not more than one-third of the members of the Executive Committee, including the President and Vice-Presidents of the Organization, shall come from one region.

Article 14**Functions**

The Executive Committee is the executive body of the Congress and its functions shall be:

- (a) To supervise the execution of the resolutions of the Congress;
- (b) To adopt resolutions arising out of recommendations of the Technical Commissions on matters of urgency affecting the technical regulations, provided that all Regional Associations concerned are given an opportunity to express their approval or disapproval before adoption by the Executive Committee;
- (c) To provide technical information, counsel, and assistance in the field of meteorology;
- (d) To study and make recommendations on any matter affecting international meteorology and the operation of meteorological services;
- (e) To prepare the agenda for the Congress and to give guidance to the Regional Associations and Technical Commissions in the preparation of their agenda;
- (f) To report on its activities to each session of the Congress;
- (g) To administer the finances of the Organization in accordance with the provisions of Part XI of the present Convention;
- (h) To perform such other functions as may be conferred on it by the Congress or by the present Convention.

Post, p. 290.

Article 15**Meetings**

The Executive Committee shall meet at least once a year. The time and place of the meeting shall be determined by the President of the Organization, taking account of the views of the other members of the Committee.

Article 16**Voting**

Decisions of the Executive Committee shall be by two-thirds majority of the votes cast for and against. Each member of the Executive Committee shall have only one vote, notwithstanding that he may be a member in more than one capacity.

Article 17**Quorum**

The quorum shall consist of a majority of the members of the Executive Committee.

PART VIII
Regional Associations

Article 18

- (a) Regional Associations shall be composed of the Members of the Organization, the networks of which lie in or extend into the Region. Composition.
- (b) Members of the Organization shall be entitled to attend the meetings of Regional Associations to which they do not belong, take part in the discussions, present their views upon questions affecting their own Meteorological Service, but shall not have the right to vote.
- (c) Regional Associations shall meet as often as necessary. The time and place of the meeting shall be determined by the Presidents of the Regional Associations in agreement with the President of the Organization. Meetings.
- (d) The functions of the Regional Associations shall be:
 - (i) To promote the execution of the resolutions of Congress and the Executive Committee in their respective regions;
 - (ii) To consider matters brought to their attention by the Executive Committee;
 - (iii) To discuss matters of general meteorological interest and to coordinate meteorological and associated activities in their respective regions;
 - (iv) To make recommendations to Congress and the Executive Committee on matters within the purposes of the Organization;
 - (v) To perform such other functions as may be conferred on them by the Congress.Functions.
- (e) Each Regional Association shall elect its President and Vice-President. President; Vice-President.

PART IX
Technical Commissions

Article 19

- (a) Commissions consisting of technical experts may be established by the Congress to study and make recommendations to the Congress and the Executive Committee on any subject within the purposes of the Organization.
- (b) Members of the Organization have the right to be represented on the Technical Commissions.

- (c) Each Technical Commission shall elect its President and Vice-President.
- (d) Presidents of Technical Commissions may participate without vote in the meetings of the Congress and of the Executive Committee.

PART X

The Secretariat

Article 20

The permanent Secretariat of the Organization shall be composed of a Secretary General and such technical and clerical staff as may be required for the work of the Organization.

Article 21

- (a) The Secretary General shall be appointed by the Congress on such terms as the Congress may approve.
- (b) The staff of the Secretariat shall be appointed by the Secretary General with the approval of the Executive Committee in accordance with regulations established by the Congress.

Article 22

- (a) The Secretary General is responsible to the President of the Organization for the technical and administrative work of the Secretariat.
- (b) In the performance of their duties, the Secretary General and the staff shall not seek or receive instructions from any authority external to the Organization. They shall refrain from any action which might reflect on their position as international officers. Each Member of the Organization on its part shall respect the exclusively international character of the responsibilities of the Secretary General and the staff and not seek to influence them in the discharge of their responsibilities to the Organization.

PART XI

Finances

Article 23

- (a) The Congress shall determine the maximum expenditures which may be incurred by the Organization on the basis of estimates submitted by the Secretary General and recommended by the Executive Committee.

- (b) The Congress shall delegate to the Executive Committee such authority as may be required to approve the annual expenditures of the Organization within the limitations determined by the Congress.

Article 24

The expenditures of the Organization shall be apportioned among the Members of the Organization in the proportions determined by the Congress. ^{Apportionment of expenditures.}

PART XII

Relations with the United Nations

Article 25

The Organization shall be brought into relationship with the United Nations pursuant to Article 57 of the Charter of the United Nations, subject to the approval of the terms of the agreement by two-thirds of the Members which are States.

^{59 Stat. 1046.}

PART XIII

Relations with Other Organizations

Article 26

- (a) The Organization shall establish effective relations and co-operate closely with such other inter-governmental organizations as may be desirable. Any formal agreement entered into with such organizations shall be made by the Executive Committee, subject to approval by two-thirds of the Members which are States.
- (b) The Organization may on matters within its purposes make suitable arrangements for consultation and cooperation with non-governmental international organizations and, with the consent of the government concerned, with national organizations, governmental or non-governmental.
- (c) Subject to approval by two-thirds of the Members which are States, the Organization may take over from any other international organization or agency, the purpose and activities of which lie within the purposes of the Organization, such functions, resources, and obligations as may be transferred to the Organization by international agreement or by mutually acceptable arrangements entered into between the competent authorities of the respective organizations.

PART XIV**Legal Status, Privileges and Immunities****Article 27**

- (a) The Organization shall enjoy in the territory of each Member such legal capacity as may be necessary for the fulfilment of its purposes and for the exercise of its functions.
- (b) (i) The Organization shall enjoy in the territory of each Member to which the present Convention applies such privileges and immunities as may be necessary for the fulfilment of its purposes and for the exercise of its functions.
- (b) (ii) Representatives of Members and officials of the Organization shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization.
- (c) Such legal capacity, privileges, and immunities shall be defined in a separate agreement to be prepared by the Organization in consultation with the Secretary General of the United Nations and concluded between the Members which are States.

PART XV**Amendments****Article 28**

- (a) The text of any proposed amendment to the present Convention shall be communicated by the Secretary General to Members of the Organization at least six months in advance of its consideration by the Congress.
- (b) Amendments to the present Convention involving new obligations for Members shall require approval by the Congress, in accordance with the provisions of Article 10 of the present Convention, by a two-thirds majority vote, and shall come into force on acceptance by two-thirds of the Members which are States for each such Member accepting the amendment and thereafter for each remaining such Member on acceptance by it. Such amendments shall come into force for any Member not responsible for its own international relations upon the acceptance on behalf of such a Member by the Member responsible for the conduct of its international relations.
- (c) Other amendments shall come into force upon approval by two-thirds of the Members which are States.

PART XVI

Interpretation and Disputes

Article 29

Any question or dispute concerning the interpretation or application of the present Convention which is not settled by negotiation or by the Congress shall be referred to an independent arbitrator appointed by the President of the International Court of Justice, unless the parties concerned agree on another mode of settlement.

PART XVII

Withdrawal

Article 30

- (a) Any Member may withdraw from the Organization on twelve months' notice in writing given by it to the Secretary General of the Organization, who shall at once inform all the Members of the Organization of such notice of withdrawal.
- (b) Any Member of the Organization not responsible for its own international relations may be withdrawn from the Organization on twelve months' notice in writing given by the Member or other authority responsible for its international relations to the Secretary General of the Organization, who shall at once inform all the Members of the Organization of such notice of withdrawal.

PART XVIII

Suspension

Article 31

If any Member fails to meet its financial obligations to the Organization or otherwise fails in its obligations under the present Convention, the Congress may by resolution suspend it from exercising its rights and enjoying privileges as a Member of the Organization until it has met such financial or other obligations.

PART XIX

Ratification and Accession

Article 32

The present Convention shall be ratified by the signatory States and the instruments of ratification shall be deposited with the Govern-

ment of the United States of America, which will notify each signatory and acceding State of the date of deposit thereof.

Article 33

Subject to the provisions of Article 3 of the present Convention, accession shall be effected by the deposit with the Government of the United States of America of an instrument of accession, which shall take effect on the date of its receipt by the Government of the United States of America, which will notify each signatory and acceding State thereof.

Article 34

Subject to the provisions of Article 3 of the present Convention,

- (a) Any contracting State may declare that its ratification of, or accession to, the present Convention includes any territory or group of territories for the international relations of which it is responsible.
- (b) The present Convention may at any time thereafter be applied to any such territory or group of territories upon a notification in writing to the Government of the United States of America and the present Convention shall apply to the territory or group of territories on the date of the receipt of the notification by the Government of the United States of America, which will notify each signatory and acceding State thereof.
- (c) The United Nations may apply the present Convention to any trust territory or group of trust territories for which it is the administering authority. The Government of the United States of America will notify all signatory and acceding States of any such application.

PART XX

Entry into Force

Article 35

The present Convention shall come into force on the thirtieth day after the date of the deposit of the thirtieth instrument of ratification or accession.^[1] The present Convention shall come into force for each State ratifying or acceding after that date on the thirtieth day after the deposit of its instrument of ratification or accession.

The present Convention shall bear the date on which it is opened for signature and shall remain open for signature for a period of 120 days thereafter.

¹ Mar. 23, 1950.

CONVENTION DE L'ORGANISATION METEOROLOGIQUE MONDIALE

Afin de coordonner, d'uniformiser et d'améliorer les activités météorologiques dans le monde et d'encourager l'échange efficace de renseignements météorologiques entre pays dans l'intérêt des diverses activités humaines, les Etats contractants ont d'un commun accord arrêté la Convention suivante:

PARTIE I

Etablissement

Article 1

L'Organisation Météorologique Mondiale (ci-après appelée l'Organisation) est établie par la présente Convention.

PARTIE II

Article 2

Buts

Les buts de l'Organisation sont les suivants:

- (a) faciliter la coopération mondiale en vue de l'établissement de réseaux de stations effectuant des observations météorologiques ou d'autres observations géophysiques se rapportant à la météorologie, et encourager l'établissement et le maintien de centres météorologiques chargés de fournir des services météorologiques;
- (b) encourager l'établissement et le maintien de systèmes pour l'échange rapide des renseignements météorologiques;
- (c) encourager la normalisation des observations météorologiques et assurer la publication uniforme d'observations et de statistiques;
- (d) encourager les applications de la météorologie à l'aviation, à la navigation maritime, à l'agriculture et à d'autres activités humaines;
- (e) encourager les recherches et l'enseignement en météorologie, et concourir à la coordination des aspects internationaux de ces domaines.

PARTIE III**Composition****Article 3****Membres**

Peuvent devenir Membres de l'Organisation, aux termes de la présente Convention:

- (a) tout Etat représenté à la Conférence des Directeurs de l'Organisation Météorologique Internationale, réunie à Washington, D. C., le 22 septembre 1947, qui figure à l'Annexe I ci-jointe et qui signe la présente Convention et la ratifie conformément à l'article 32, ou y adhère conformément à l'article 33;
- (b) tout Membre des Nations Unies qui a un service météorologique, en adhérant à la présente Convention conformément à l'article 33;
- (c) tout Etat pleinement responsable de la conduite de ses relations internationales qui a un service météorologique, mais ne figure pas à l'Annexe I à la présente Convention et n'est pas Membre des Nations Unies, après qu'une demande d'admission aura été soumise au Secrétariat de l'Organisation et que cette demande aura été approuvée par les deux tiers des Membres de l'Organisation spécifiés aux alinéas (a) (b) et (c) du présent article, en adhérant à la présente Convention conformément à l'article 33;
- (d) tout territoire ou groupe de territoire qui maintient son propre service météorologique et figure à l'Annexe II ci-jointe, au nom duquel la présente Convention est appliquée, conformément à l'alinéa (a) de l'article 34, par l'Etat ou les Etats responsable(s) de ses relations internationales représenté(s) à la Conférence des Directeurs de l'Organisation Météorologique Internationale, réunie à Washington, D. C., le 22 septembre 1947, et dont le nom figure à l'Annexe I de la présente Convention;
- (e) tout territoire ou groupe de territoires, ne figurant pas à l'Annexe II à la présente Convention, qui maintient son propre service météorologique, mais n'est pas responsable de la conduite de ses relations internationales, au nom duquel la présente Convention est appliquée conformément à l'alinéa (b) de l'article 34, sous réserve que la demande d'admission soit présentée par le Membre responsable de ses relations internationales et obtienne l'approbation des deux tiers des Membres de l'Organisation spécifiés aux alinéas (a) (b) et (c) du présent article;

- (f) tout territoire ou groupe de territoires sous tutelle maintenant son propre service météorologique et administré par les Nations Unies, auquel les Nations Unies appliquent la présente Convention conformément à l'article 34.

Toute demande d'admission comme Membre de l'Organisation doit indiquer en vertu de quel alinéa du présent article l'admission est sollicitée.

PARTIE IV

Organisation

Article 4

- (a) L'Organisation comprend:

- (1) le Congrès Météorologique Mondial (ci-après appelé le Congrès);
- (2) le Comité Exécutif;
- (3) les Associations Météorologiques Régionales (ci-après appelées les Associations Régionales);
- (4) les Commissions Techniques;
- (5) le Secrétariat.

- (b) L'Organisation aura un Président et deux Vice-Présidents qui seront également Présidents et Vice-Présidents du Congrès et du Comité Exécutif.

PARTIE V

Eligibilité

Article 5

- (a) Seuls les Directeurs des Services météorologiques des Membres de l'Organisation pourront être élus à la Présidence et aux Vice-Présidences de l'Organisation, à la Présidence et Vice-Présidence des Associations Régionales, et, sous réserve des dispositions de l'article 13, alinéa (c), de la présente Convention, comme membres du Comité Exécutif.
- (b) Dans l'accomplissement de leurs devoirs, les membres du Bureau de l'Organisation et les membres du Comité Exécutif se considéreront comme les représentants de l'Organisation et non comme ceux de Membres particuliers de l'Organisation.

PARTIE VI**Le Congrès Météorologique Mondial****Article 6****Composition**

- (a) Le Congrès est l'organisme suprême de l'Organisation et se compose de délégués représentant les Membres. Chacun des Membres désigne un de ses délégués, qui devrait être le directeur de son service météorologique, comme délégué principal.
- (b) En vue d'obtenir la plus grande représentation technique possible, tout directeur d'un service météorologique ou toute autre personne peuvent être invités par le Président à assister et à participer aux discussions du Congrès.

Article 7**Fonctions**

Les fonctions du Congrès sont les suivantes:

- (a) établir un Règlement général qui fixe, dans le cadre des dispositions de la présente Convention, la constitution et les fonctions des divers organes de l'Organisation;
- (b) établir son propre Règlement intérieur;
- (c) élire le Président et les Vice-Présidents de l'Organisation, et les autres membres du Comité Exécutif, conformément aux dispositions de l'article 10 alinéa (a, 4), de la présente Convention, sauf les Présidents et les Vice-Présidents des Associations Régionales et des Commissions Techniques, qui sont élus conformément aux dispositions des articles 18, alinéa (e) et 19 alinéa (c), respectivement, de la présente Convention;
- (d) adopter des règlements techniques relatifs aux pratiques et procédures météorologiques;
- (e) déterminer des mesures d'ordre général, afin d'atteindre les buts de l'Organisation, qui sont énoncés à l'article 2 de la présente Convention;
- (f) faire des recommandations aux Membres sur les questions relevant de la compétence de l'Organisation;
- (g) renvoyer à chaque organe de l'Organisation les questions qui, dans le cadre de la présente Convention, sont du ressort de cet organe;
- (h) examiner les rapports et les activités du Comité Exécutif et prendre toutes mesures utiles à cet égard;

- (i) établir des Associations Régionales conformément aux dispositions de l'article 18; fixer leurs limites géographiques, coordonner leurs activités et examiner leurs recommandations;
- (j) établir des Commissions Techniques conformément aux dispositions de l'article 19, définir leurs attributions, coordonner leurs activités et examiner leurs recommandations;
- (k) fixer le siège du Secrétariat de l'Organisation;
- (l) prendre toute autre mesure susceptible de servir les buts de l'Organisation.

Article 8

Exécution des décisions du Congrès

- (a) Les Membres doivent faire tous leurs efforts pour mettre à exécution les décisions du Congrès;
- (b) toutefois, s'il est impossible à un Membre de mettre en vigueur quelque stipulation d'une résolution technique adoptée par le Congrès, ce Membre doit indiquer au Secrétaire Général de l'Organisation si son incapacité est provisoire ou finale, ainsi que les raisons qui en sont la cause.

Article 9

Réunions

Les réunions du Congrès sont convoquées sur décision du Congrès ou du Comité Exécutif, à des intervalles n'excédant pas quatre ans.

Article 10

Vote

- (a) Chaque Membre du Congrès dispose d'une voix dans les décisions du Congrès; toutefois, seuls les Membres de l'Organisation qui sont les Etats spécifiés aux alinéas (a) (b) et (c) de l'article 3 de la présente Convention (ci-après appelés les Membres qui sont des Etats) ont le droit de voter sur les sujets suivants:
 - (1) Modification ou interprétation de la présente Convention, ou propositions pour une nouvelle Convention;
 - (2) Questions relatives aux Membres de l'Organisation;
 - (3) Relations avec les Nations Unies et autres organisations intergouvernementales;
 - (4) Election du Président et des Vice-Présidents de l'Organisation, et des membres du Comité Exécutif autres que les Présidents et les Vice-Présidents des Associations Régionales.

- (b) Les décisions du Congrès sont prises à la majorité des deux tiers des voix exprimées pour et contre, sauf en ce qui concerne l'élection à tout poste dans l'Organisation, qui se fait à la majorité simple des voix exprimées. Les dispositions du présent alinéa, toutefois, ne s'appliquent pas aux décisions prises en vertu des articles 3, 25, 26 et 28 de la présente Convention.

Article 11

Quorum

La présence de la majorité des Membres est nécessaire pour qu'il y ait quorum aux réunions du Congrès. Pour les réunions du Congrès où des décisions sont prises sur les sujets énumérés à l'alinéa (a) de l'article 10, la présence de la majorité des Membres qui sont des Etats est nécessaire pour qu'il y ait quorum.

Article 12

Première réunion du Congrès

La première réunion du Congrès sera convoquée par le Président du Comité Météorologique International de l'Organisation Météorologique Internationale aussitôt que possible après l'entrée en vigueur de la présente Convention.

PARTIE VII

Le Comité Exécutif

Article 13

Composition

Le Comité Exécutif est composé:

- (a) du Président et des Vice-Présidents de l'Organisation;
- (b) des Présidents des Associations Régionales ou, au cas où certains Présidents ne pourraient être présents, de leurs suppléants, ainsi qu'il est prévu au Règlement général;
- (c) de Directeurs des Services météorologiques des Membres de l'Organisation ou de leurs suppléants, en nombre égal à celui des Régions, sous réserve qu'aucune région ne puisse compter plus d'un tiers des membres du Comité Exécutif, y compris le Président et les Vice-Présidents de l'Organisation.

Article 14

Fonctions

Le Comité Exécutif est l'organe exécutif du Congrès et ses fonctions consistent à:

- (a) surveiller l'exécution des résolutions du Congrès;
- (b) adopter des résolutions émanant de recommandations des Commissions Techniques sur des questions urgentes portant sur les règlements techniques, sous réserve qu'il soit permis à toute Association Régionale intéressée d'exprimer son approbation ou désapprobation préalablement à l'adoption de ces résolutions par le Comité Exécutif;
- (c) fournir des renseignements et des avis d'ordre technique, et toute l'assistance technique possible dans le domaine de la météorologie;
- (d) étudier toute question intéressant la météorologie internationale et le fonctionnement des Services météorologiques, et faire des recommandations y relatives;
- (e) préparer l'Ordre du Jour du Congrès et guider les Associations Régionales et les Commissions Techniques dans la préparation du programme de leurs travaux;
- (f) présenter un rapport sur ses activités à chaque session du Congrès;
- (g) gérer les finances de l'Organisation conformément aux dispositions de la Partie XI de la présente Convention;
- (h) assurer toutes autres fonctions qui pourraient lui être confiées par le Congrès ou par la présente Convention.

Article 15

Réunions

Le Comité Exécutif se réunira au moins une fois par an. La date et le lieu de réunion sont fixés par le Président de l'Organisation, compte tenu de l'opinion des autres membres du Comité.

Article 16

Vote

Les décisions du Comité Exécutif sont prises à la majorité des deux tiers des voix exprimées pour et contre. Chaque membre du Comité Exécutif dispose d'une seule voix, quand bien même il serait membre à plus d'un titre.

Article 17**Quorum**

La présence de la majorité des membres du Comité Exécutif constitue le quorum.

PARTIE VIII**Associations Régionales****Article 18**

- (a) Les Associations Régionales sont composées des Membres de l'Organisation dont tout ou partie des réseaux se trouve dans la Région.
- (b) Les Membres de l'Organisation ont le droit d'assister aux réunions des Associations Régionales auxquelles ils n'appartiennent pas; de prendre part aux débats; de présenter leurs vues sur les questions qui concernent leur propre Service météorologique, mais il n'ont pas le droit de vote.
- (c) Les Associations Régionales se réunissent aussi souvent qu'il est nécessaire. La date et le lieu de réunion sont fixés par les Présidents des Associations Régionales avec l'assentiment du Président de l'Organisation.
- (d) Les fonctions des Associations Régionales sont les suivantes:
 - (i) encourager l'exécution des résolutions du Congrès et du Comité Exécutif dans leurs régions respectives;
 - (ii) examiner toute question dont elles seraient saisies par le Comité Exécutif;
 - (iii) discuter de sujets d'intérêt général et coordonner, dans leurs régions respectives, les activités météorologiques et connexes;
 - (iv) présenter des recommandations au Congrès et au Comité Exécutif sur les questions qui relèvent de la compétence de l'Organisation;
 - (v) assurer toutes autres fonctions qui pourraient lui être confiées par le Congrès.
- (e) Chaque Association Régionale élit son Président et son Vice-Président.

PARTIE IX

Commissions Techniques

Article 19

- (a) Des commissions composées d'experts techniques peuvent être établies par le Congrès pour étudier toute question relevant de la compétence de l'Organisation et présenter au Congrès et au Comité Exécutif des recommandations à ce sujet.
- (b) Les Membres de l'Organisation ont le droit de se faire représenter dans les Commissions Techniques.
- (c) Chaque Commission Technique élit son Président et son Vice-Président.
- (d) Les Présidents des Commissions Techniques peuvent participer, sans droit de vote, aux réunions du Congrès et à celles du Comité Exécutif.

PARTIE X

Le Secrétariat

Article 20

Le Secrétariat permanent de l'Organisation est composé d'un Secrétaire Général et du personnel technique et administratif nécessaire pour effectuer les travaux de l'Organisation.

Article 21

- (a) Le Secrétaire Général est nommé par le Congrès aux conditions approuvées par ce dernier.
- (b) Le personnel du Secrétariat est nommé par le Secrétaire Général, sous réserve d'approbation du Comité Exécutif, conformément aux règlements établis par le Congrès.

Article 22

- (a) Le Secrétaire est responsable devant le Président de l'Organisation des travaux techniques et administratifs du Secrétariat.
- (b) Dans l'accomplissement de leurs devoirs, le Secrétaire Général et le personnel ne solliciteront ni n'accepteront d'instructions d'aucune autorité extérieure à l'Organisation. Ils s'abstiendront de toute action incompatible avec leur qualité de fonctionnaires internationaux. Pour sa part, chaque Membre de l'Organisation respectera le caractère exclusivement international des fonctions du Secrétaire Général et du personnel et ne cherchera pas à les influencer dans l'exécution des tâches que leur confie l'Organisation.

PARTIE XI**Finances****Article 23**

- (a) Le Congrès fixera le chiffre maximum des dépenses de l'Organisation, sur la base des prévisions soumises par le Secrétaire Général et recommandées par le Comité Exécutif.
- (b) Le Congrès déléguera au Comité Exécutif l'autorité qui pourrait lui être nécessaire pour approuver les dépenses annuelles de l'Organisation dans les limites fixées par la Conférence.

Article 24

Les dépenses de l'Organisation sont réparties entre les Membres de l'Organisation dans les proportions fixées par le Congrès.

PARTIE XII**Relations avec les Nations Unies****Article 25**

L'Organisation sera reliée aux Nations Unies aux termes de l'article 57 de la Charte des Nations Unies, sous réserve que les dispositions de l'accord soient approuvées par les deux tiers des Membres qui sont des Etats.

PARTIE XIII**Relations avec d'autres organisations****Article 26**

- (a) L'Organisation établira des relations effectives et travaillera en collaboration étroite avec d'autres organisations intergouvernementales chaque fois qu'elle l'estimera opportun. Tout accord officiel qui serait établi avec de telles organisations devra être conclu par le Comité Exécutif, sous réserve de l'approbation des deux tiers des Membres qui sont des Etats.
- (b) L'Organisation peut, sur toute question de sa compétence, prendre toutes dispositions utiles pour agir en consultation et collaboration avec les organisations internationales non-gouvernementales et, si le gouvernement intéressé y consent, avec des organisations nationales, gouvernementales ou non.
- (c) Sous réserve d'approbation par les deux tiers des Membres qui sont des Etats, l'Organisation peut accepter d'autres institutions ou organismes internationaux, dont les buts et l'activité

relèvent de la compétence de l'Organisation, toutes fonctions, ressources et obligations qui pourraient être transférées à l'Organisation par accord international ou par arrangement mutuel intervenu entre les autorités compétentes des organisations respectives.

PARTIE XIV

Statut légal, priviléges et immunités

Article 27

- (a) L'Organisation jouit, sur le territoire de chacun de ses Membres, de la capacité juridique qui lui est nécessaire pour atteindre ses buts et exercer ses fonctions.
- (b) (i) L'Organisation jouit, sur le territoire de chacun des Membres auxquels s'applique la présente Convention, des priviléges et des immunités qui leur sont nécessaires pour atteindre ses buts et exercer ses fonctions.
- (b) (ii) Les représentants des Membres et les membres du Bureau de l'Organisation jouissent également des priviléges et immunités qui leur sont nécessaires pour exercer en toute indépendance les fonctions qu'ils détiennent de l'Organisation.
- (c) La capacité juridique, les priviléges et immunités susmentionnés seront définis dans un accord séparé, qui sera préparé par l'Organisation, en consultation avec le Secrétaire Général des Nations Unies et conclu entre les Membres qui sont des Etats.

PARTIE XV

Amendements

Article 28

- (a) Tout projet d'amendement à la présente Convention sera communiqué par le Secrétaire Général aux Membres de l'Organisation, six mois au moins avant d'être soumis à l'examen du Congrès.
- (b) Tout amendement à la présente Convention comportant de nouvelles obligations pour les Membres de l'Organisation sera approuvé par le Congrès, conformément aux dispositions de l'article 10 de la présente Convention, à la majorité des deux tiers, et entrera en vigueur, sur acceptation par les deux tiers des Membres qui sont des Etats, pour chacun de ces Membres qui accepte le dit amendement et, par la suite, pour chaque Membre restant, sur acceptation par celui-ci. De tels amendements entreront en vigueur, pour tout Membre qui n'est pas

responsable de ses propres relations internationales, après acceptation en son nom par le Membre responsable de la conduite de ses relations internationales.

- (c) Les autres amendements entreront en vigueur après avoir été approuvés par les deux tiers des Membres qui sont des Etats:

PARTIE XVI

Interprétation et litiges

Article 29

Tout question ou tout litige portant sur l'interprétation ou l'application de la présente Convention qui ne pourraient être réglés par voie de négociations ou par le Congrès seront renvoyés devant un arbitre indépendant désigné par le Président de la Cour Internationale de Justice, à moins que les parties intéressées ne conviennent entre elles d'un autre mode de règlement.

PARTIE XVII

Retrait

Article 30

- (a) Tout Membre peut se retirer de l'Organisation sur préavis d'un an donné par écrit au Secrétaire Général de l'Organisation, qui en informera immédiatement tous les Membres de l'Organisation.
- (b) Tout Membre de l'Organisation qui n'est pas responsable de ses propres relations internationales peut être retiré de l'Organisation sur préavis d'un an donné par écrit, par le Membre ou par toute autre autorité responsable de ses relations internationales, au Secrétaire Général de l'Organisation, qui en informera immédiatement tous les Membres de l'Organisation.

PARTIE XVIII

Suspension

Article 31

Si un Membre manque à ses obligations financières vis-à-vis de l'Organisation, ou manque de toute autre manière aux obligations que lui impose la présente Convention, le Congrès peut, par une résolution à cet effet, suspendre ce Membre de l'exercice de ses droits et de la jouissance de ses priviléges en tant que Membre de l'Organisation, jusqu'à ce qu'il se soit acquitté desdites obligations, financières ou autres.

PARTIE XIX
Ratification et adhésion

Article 32

La présente Convention sera ratifiée par les Etats signataires et les instruments de ratification seront déposés auprès du Gouvernement des Etats-Unis d'Amérique, qui notifiera la date de leur dépôt à tous les Etats signataires et adhérents.

Article 33

Sous réserve des dispositions de l'article 3 de la présente Convention, l'adhésion pourra s'effectuer par le dépôt auprès du Gouvernement des Etats-Unis d'Amérique d'un instrument d'adhésion, qui prendra effet à la date de sa réception par ce Gouvernement, lequel notifiera tous les Etats signataires et adhérents.

Article 34

- (a) Sous réserve des dispositions de l'article 3 de la présente Convention, tout Etat contractant peut, au moment de sa ratification ou de son adhésion, déclarer que la présente Convention est valable pour tel territoire ou groupe de territoires pour lequel il assume la responsabilité des relations internationales.
- (b) La présente Convention peut à tout moment par la suite être appliquée à un territoire ou groupe de territoires, sur notification par écrit au Gouvernement des Etats-Unis d'Amérique, et vaudra à l'égard du dit territoire à la date de réception de la notification par ce Gouvernement, qui notifiera tous les Etats signataires et adhérents.
- (c) Les Nations Unies pourront appliquer la présente Convention à tout territoire ou groupe de territoires sous tutelle dont l'administration leur incombe. Le Gouvernement des Etats-Unis d'Amérique notifiera cette application à tous les Etats signataires et adhérents.

PARTIE XX
Entrée en vigueur

Article 35

La présente Convention entrera en vigueur trente jours après la date du dépôt du trentième instrument de ratification ou d'adhésion. La présente Convention entrera en vigueur pour chaque Etat qui la ratifie ou y adhère après cette date, trente jours après le dépôt de son instrument de ratification ou d'adhésion.

La présente Convention portera la date à laquelle elle sera ouverte aux signatures et restera ensuite ouverte aux signatures pendant une période de 120 jours.

IN WITNESS WHEREOF the under- EN FOI DE QUOI, les soussignés,
signed, being duly authorized by étant dûment autorisés à cet effet
their respective Governments, par leur Gouvernements respectifs,
have signed the present Conven- ont signé la présente Convention.
tion.

DONE at Washington this FAIT à Washington le 11 octobre
eleventh day of October 1947, in 1947, en anglais et en français, les
the English and French languages, deux textes faisant également foi,
each equally authentic, the orig- dont l'original sera déposé aux
inal of which shall be deposited archives du Gouvernement des
in the archives of the Government Etats-Unis d'Amérique, qui en
of the United States of America. transmettra des copies certifiées
The Government of the United conformes à tous les Etats signa-
States of America shall transmit taires et adhérents.
certified copies thereof to all the
signatory and acceding States.

FOR ARGENTINA:
POUR L'ARGENTINE:

A handwritten signature in black ink, appearing to read "Alfredo Palmarucci". The signature is fluid and cursive, with a long horizontal stroke extending from the left side of the name.

FOR AUSTRALIA:
POUR L'AUSTRALIE:

FOR BELGIUM (including THE BELGIAN CONGO):
POUR LA BELGIQUE (y compris LE CONGO BELGE):

Alexander Broekh
 Alexander Lefèvre pour le Congo Belge.

FOR BRAZIL:
POUR LE BRESIL:

Francisco Xavier Rodrigues de Souza

FOR BURMA:
POUR LA BIRMANIE:

Maung 102.

FOR CANADA:
POUR LE CANADA:

Andrew Thomson
Andrew Thomson

FOR CHILE:
POUR LE CHILI:

F. Liedecker

FOR CHINA:
POUR LA CHINE:

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K (3)

FOR COLOMBIA:
POUR LA COLOMBIE:

Santiago Gaviria

FOR CUBA:
POUR CUBA:

Amo Bell

FOR CZECHOSLOVAKIA:
POUR LA TCHECOSLOVAQUIE:

Sr. Miro Gregor

FOR DENMARK:
POUR LE DANEMARK:

Jens Christian Svane

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:

Hans Olofsson

FOR ECUADOR:
POUR L'ÉQUATEUR:

ad-referendum

I. Canem

FOR EGYPT:
POUR L'ÉGYPTE:

H. H. H. H.

FOR FINLAND:
POUR LA FINLANDE:

J. Keränen

FOR FRANCE:
POUR LA FRANCE:

FOR GREECE:
POUR LA GRECE:

FOR GUATEMALA:
POUR LE GUATEMALA:

FOR HUNGARY:
POUR LA HONGRIE:

S. Ajtay

FOR ICELAND:
POUR L'ISLANDE:

Teresa Edmundson

FOR INDIA:
POUR L'INDE:

V. K. Ramanji
T. Sohoni

FOR IRELAND:
POUR L'IRLANDE:

anuash

FOR ITALY:
POUR L'ITALIE:

Giuseppe Garibaldi

FOR MEXICO:
POUR LE MEXIQUE:

J. P. J.

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:

Bossema

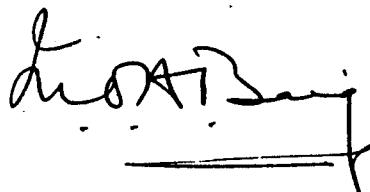
FOR NEW ZEALAND:
POUR LA NOUVELLE-ZELANDE:

Max Barnett.

FOR NORWAY:
POUR LA NORVEGE:

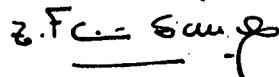
Jh. Schulting

FOR PAKISTAN:
POUR LE PAKISTAN:



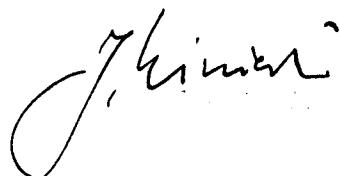
A handwritten signature in black ink, appearing to read "Ho AT Bang". Below the signature is a short horizontal line.

FOR PARAGUAY:
POUR LE PARAGUAY:



A handwritten signature in black ink, appearing to read "Z. Fr. Scambo". Below the signature is a short horizontal line.

FOR POLAND:
POUR LA POLOGNE:



A large, flowing handwritten signature in black ink, appearing to read "J. Kiszowski".

FOR PORTUGAL:
POUR LE PORTUGAL:

H. Azevedo Tenerka

FOR THE REPUBLIC OF THE PHILIPPINES:
POUR LA REPUBLIQUE DES PHILIPPINES:

Gen. Rosario

FOR RUMANIA:
POUR LA ROUMANIE:

FOR SIAM:

POUR LE SIAM:

charon v. Burnag

FOR SWEDEN:

POUR LA SUEDE:

Gustaf Skedenmark

FOR SWITZERLAND:

POUR LA SUISSE:

Jean Lugeon

FOR TURKEY:
POUR LA TURQUIE:

H. R. Baydar

FOR THE UNION OF SOUTH AFRICA:
POUR L'UNION SUD-AFRICaine:

H. Andrew

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOVIETIQUES SOCIALISTES:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

Nelson W. Johnson
R.C. Chile

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:

F.W. Richelieu

FOR URUGUAY:
POUR L'URUGUAY:

Ref. a Tratado Acuerdo Declaración

FOR VENEZUELA:
POUR LE VENEZUELA:

FOR YUGOSLAVIA:
POUR LA YUGOSLAVIE:

A handwritten signature in black ink, appearing to read "Humberto" or a similar name.

ANNEX I

STATES REPRESENTED AT THE CONFERENCE OF DIRECTORS OF THE
INTERNATIONAL METEOROLOGICAL ORGANIZATION CONVENED AT
WASHINGTON, D. C., ON SEPTEMBER 22, 1947

Argentina	Mexico
Australia	Netherlands
Belgium	New Zealand
Brazil	Norway
Burma	Pakistan
Canada	Paraguay
Chile	Philippines
China	Poland
Colombia	Portugal
Cuba	Rumania
Czechoslovakia	Siam
Denmark	Sweden
Dominican Republic	Switzerland
Ecuador	Turkey
Egypt	Union of South Africa
Finland	Union of Soviet Socialist Republics
France	United Kingdom of Great Britain and Northern Ireland
Greece	United States of America
Guatemala	Uruguay
Hungary	Venezuela
Iceland	Yugoslavia
India	
Ireland	
Italy	

ANNEXE I

ETATS REPRESENTES A LA CONFERENCE DES DIRECTEURS DE L'ORGANISATION METEOROLOGIQUE INTERNATIONALE REUNIE A WASHINGTON D. C. LE 22 SEPTEMBRE 1947

Argentine	Mexique
Australie	Norvège
Belgique	Nouvelle-Zélande
Birmanie	Pakistan
Brésil	Paraguay
Canada	Pays-Bas
Chili	Philippines
Chine	Pologne
Colombie	Portugal
Cuba	République Dominicaine
Danemark	Roumanie
Egypte	Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
Equateur	Siam
Etats-Unis d'Amérique	Suède
Finlande	Suisse
France	Tchécoslovaquie
Grèce	Turquie
Guatémala	Union des Républiques Socialistes Soviétiques
Hongrie	Union Sud-Africaine
Inde	Uruguay
Irlande	Vénézuela
Islande	Yougoslavie
Italie	

ANNEX II

TERRITORIES OR GROUPS OF TERRITORIES WHICH MAINTAIN THEIR OWN METEOROLOGICAL SERVICES AND OF WHICH THE STATES RESPONSIBLE FOR THEIR INTERNATIONAL RELATIONS ARE REPRESENTED AT THE CONFERENCE OF DIRECTORS OF THE INTERNATIONAL METEOROLOGICAL ORGANIZATION CONVENED AT WASHINGTON, D. C., SEPTEMBER 22, 1947

Anglo-Egyptian Sudan	Indo China
Belgian Congo	Jamaica
Bermuda	Madagascar
British East Africa	Malaya
British Guiana	Mauritius
British West Africa	Morocco (not including the Spanish Zone)
Cameroons	Netherlands Indies
Cape Verde Islands	New Caledonia
Ceylon	Palestine
Curacao	Portuguese East Africa
French Equatorial Africa	Portuguese West Africa
French Oceanic Colonies	Rhodesia
French Somaliland	Surinam
French Togoland	Tunisia
French West Africa	
Hong Kong	

ANNEXE II

TERRITOIRES OU GROUPES DE TERRITOIRES QUI MAINTIENNENT
LEURS PROPRES SERVICES METEOROLOGIQUES ET DONT LES ETATS
RESPONSABLES POUR LEURS RELATIONS INTERNATIONALES SONT
REPRESENTEES A LA CONFERENCE DES DIRECTEURS DE L'ORGANISATION
METEOROLOGIQUE INTERNATIONALE REUNIE A WASHINGTON
D. C., LE 22 SEPTEMBRE 1947

Afrique Equatoriale Française	Iles du Cap Vert
Afrique Occidentale Anglaise	Indes Néerlandaises
Afrique Occidentale Française	Indochine
Afrique Occidentale Portugaise	Jamaique
Afrique Orientale Anglaise	Madagascar
Afrique Orientale Portugaise	Malaisie
Bermudes	Maroc (sauf la zone espagnole)
Cameroun	Nouvelle-Calédonie
Ceylan	Palestine
Congo Belge	Rhodésie
Curaçao	Somalie Française
Etablissements Français de l'Océanie	Soudan Anglo-Egyptien
Guyane Anglaise	Suriname
Hong Kong	Togo Français
Ile Maurice	Tunisie

I CERTIFY THAT the foregoing is a true copy of the Convention of the World Meteorological Organization, including Annexes I and II attached thereto, opened for signature at Washington on October 11, 1947 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, GEORGE C. MARSHALL, 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 twelfth day of February, 1948.

[SEAL]

GEORGE C. MARSHALL

Secretary of State

By M. P. CHAUVIN

*Authentication Officer
Department of State*

PROTOCOL CONCERNING SPAIN

At the time of signing the Convention of the World Meteorological Organization, the undersigned, being duly authorized by their Governments, have signed the following Protocol:

It is hereby agreed that Spain may, as soon as the Resolution of the General Assembly of the United Nations dated December 12, 1946 shall be abrogated or shall cease to be applicable, accede to the Convention of the World Meteorological Organization by complying with the provisions of Article 33 of the said Convention, without having to comply with the provisions of Article 3 (c) of the said Convention.

PROTOCOLE CONCERNANT L'ESPAGNE

Au moment de procéder à la signature de la Convention de l'Organisation Météorologique Mondiale, les soussignés, étant dûment autorisés par leurs Gouvernements, ont signé le Protocole suivant:

Il est convenu par les présentes que l'Espagne pourra, dès que la Résolution de l'Assemblée Générale des Nations Unies, en date du 12 décembre 1946, sera abrogée ou cessera d'être applicable, adhérer à la Convention de l'Organisation Météorologique Mondiale en se conformant aux dispositions de l'article 33 de la dite Convention, sans avoir à se conformer à celles de l'article 3, alinéa (c).

IN WITNESS WHEREOF the respective representatives have signed the present Protocol.

DONE at Washington this eleventh day of October 1947, in the English and French languages, each equally authentic, the original of 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 States.

EN FOI DE QUOI, les représentants respectifs ont signé le présent Protocole.

FAIT à Washington le 11 octobre 1947, en anglais et en français, les deux textes faisant également foi, dont l'original sera déposé aux archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à tous les Etats signataires.

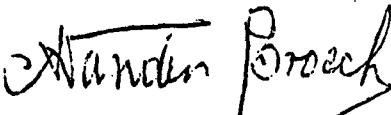
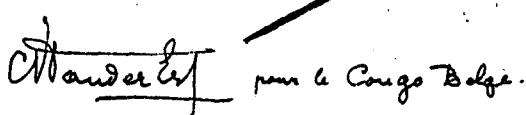
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POUR L'ARGENTINE:

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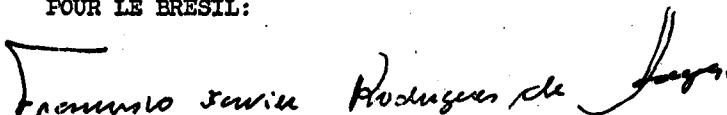
FOR AUSTRALIA:
POUR L'AUSTRALIE:



FOR BELGIUM (including THE BELGIAN CONGO):
POUR LA BELGIQUE (y compris LE CONGO BELGE):

FOR BRAZIL:
POUR LE BRESIL:



**FOR BURMA:
POUR LA BIRMANIE:**

Mawng lo

FOR CANADA:
POUR LE CANADA:

Andrew Thomson

**FOR CHILE:
POUR LE CHILI:**

J. Heintz der Jüngere

FOR CHINA:
POUR LA CHINE:

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KW)

FOR COLOMBIA:
POUR LA COLOMBIE:

Santiago Yaravito

FOR CUBA:
POUR CUBA:

John Bell

FOR CZECHOSLOVAKIA:
POUR LA TCHECOSLOVAQUIE:

Ernest Gruening

FOR DENMARK:
POUR LE DANEMARK:

Arnulf Kauffmann

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:

Hansberry

FOR ECUADOR:
POUR L'EQUATEUR:



FOR EGYPT:
POUR L'EGYPTE:



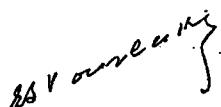
FOR FINLAND:
POUR LA FINLANDE:



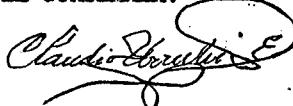
FOR FRANCE:
POUR LA FRANCE:



FOR GREECE:
POUR LA GRECE:



FOR GUATEMALA:
POUR LE GUATEMALA:



FOR HUNGARY:
POUR LA HONGRIE:

L. Augézky

FOR ICELAND:
POUR L'ISLANDE:

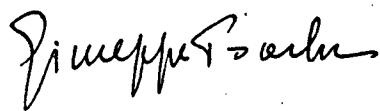
Ferria Guðmundsson.

FOR INDIA:
POUR L'INDE:

S. K. Rani
M. S. Sohoni

FOR IRELAND:
POUR L'IRLANDE:

FOR ITALY:
POUR L'ITALIE:



FOR MEXICO:
POUR LE MEXIQUE:



FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:

Zoelen

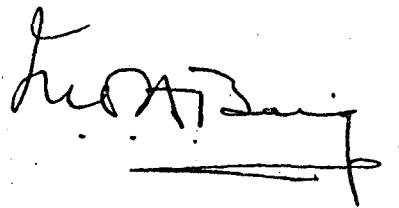
FOR NEW ZEALAND:
POUR LA NOUVELLE-ZELANDE:

Met Bennett.

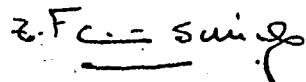
FOR NORWAY:
POUR LA NORVEGE:

J. M. M. Hinschberg

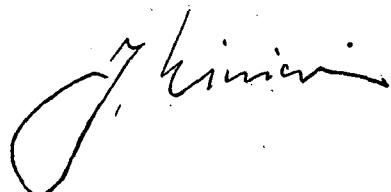
FOR PAKISTAN:
POUR LE PAKISTAN:



FOR PARAGUAY:
POUR LE PARAGUAY:



FOR POLAND:
POUR LA POLOGNE:



FOR PORTUGAL:
POUR LE PORTUGAL:

H. Amorim Serrão

FOR THE REPUBLIC OF THE PHILIPPINES:
POUR LA REPUBLIQUE DES PHILIPPINES:

Edm Rosario

FOR RUMANIA:
POUR LA ROUMANIE:

FOR SIAM:
POUR LE SIAM:

Chaoor V. Bunnag.

FOR SWEDEN:
POUR LA SUEDE:

Gustaf Mellermark

FOR SWITZERLAND:
POUR LA SUISSE:

FOR TURKEY:
POUR LA TURQUIE:

H. R. Baydur

FOR THE UNION OF SOUTH AFRICA:
POUR L'UNION SUD-AFRICAINE:

H. Andrews

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOVIETIQUES SOCIALISTES:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

Nelson H. Johnson.

R.C. Chesser

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:

F.W. Richardson.

FOR URUGUAY:
POUR L'URUGUAY:

Cof. de Fragata Ammirante Deboni

FOR VENEZUELA:
POUR LE VENEZUELA:

FOR YUGOSLAVIA:
POUR LA YUGOSLAVIE:



I CERTIFY THAT the foregoing is a true copy of the Protocol Concerning Spain opened for signature with the Convention of the World Meteorological Organization at Washington on October 11, 1947 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, GEORGE C. MARSHALL, 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 twelfth day of February, 1948.

[SEAL]

GEORGE C. MARSHALL
Secretary of State

By M. P. CHAUVIN
*Authentication Officer
Department of State*

WHEREAS the Senate of the United States of America by their resolution of April 20, 1949, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention and related protocol;

WHEREAS the said convention and related protocol were duly ratified by the President of the United States of America on May 4, 1949, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article 35 of the said convention that the convention shall come into force on the thirtieth day after the date of the deposit of the thirtieth instrument of ratification or accession;

WHEREAS instruments of ratification of, or accession to, the said convention have been deposited with the Government of the United States of America by the Governments of the following states, namely: Iceland, January 16, 1948; New Zealand, April 2, 1948; Union of Soviet Socialist Republics, April 2, 1948; Byelorussian Soviet Socialist Republic, April 12, 1948; Ukrainian Soviet Socialist Republic, April 12, 1948; Rumania, August 18, 1948; Sweden, November 10, 1948; Yugoslavia, December 7, 1948; Norway, December 9, 1948; United Kingdom of Great Britain and Northern Ireland, [¹] December 14, 1948; Lebanon, December 22, 1948; Finland, January 7, 1949; Switzerland, February 23, 1949; Australia, March 14, 1949; Philippines, April 5, 1949; India, April 27, 1949; United States of America, May 4, 1949; Mexico, May 27, 1949; Thailand, July 11, 1949; Czechoslovakia, July 26, 1949; Turkey, August 5, 1949; Burma, August 19, 1949; Dominican Republic, September 15, 1949; Israel, September 30, 1949; France, [²] December 5, 1949; Peru, December 30, 1949; Egypt, January 10, 1950; Union of South Africa, [³] January 17, 1950; Greece, January 20, 1950; Iraq, February 21, 1950; Ireland, March 14, 1950; and Brazil, March 15, 1950;

WHEREAS, pursuant to the aforesaid provision of Article 35 of the said convention, the convention entered into force on March 23, 1950, the thirtieth day after February 21, 1950, the date of the deposit of the thirtieth instrument of ratification or accession;

Now, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said convention of the World Meteorological Organization and related protocol to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after

¹ See *post*, pp. 353 and 355, for other British territories to which the convention applies.

² See *post*, pp. 354 and 355, for other French territories to which the convention applies.

³ See *post*, p. 355.

March 23, 1950, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-ninth day of March in the year of our Lord one thousand nine hundred fifty
[SEAL] and of the Independence of the United States of America the one hundred seventy-fourth.

HARRY S TRUMAN

By the President:

DEAN ACHESON
Secretary of State

Note by the Department of State

- (a) Romanization of the signatures to the Convention of the World Meteorological Organization.

FOR ARGENTINA:

ALFREDO G GALMARINI

FOR AUSTRALIA:

N. H. WARREN

FOR BELGIUM (including THE BELGIAN CONGO):

A VAN DEN BROECK

N VANDER ELST pour le Congo Belge.

FOR BRAZIL:

FRANCISCO XAVIER RODRIGUES DE SOUZA.

FOR BURMA:

MAUNG Po. E.

FOR CANADA:

ANDREW THOMSON

PATRICK D McTAGGART-COWAN

FOR CHILE:

F. NIETO DEL RÍO

FOR CHINA:

JOHN LEE

FOR COLOMBIA:

SANTIAGO GARAVITO

FOR CUBA:

GMO BELT

FOR CZECHOSLOVAKIA:

DR ALOIS GREGOR

FOR DENMARK:

HENRIK KAUFFMANN

FOR THE DOMINICAN REPUBLIC:

HANS COHN

FOR ECUADOR:

ad - referendum

C J AROSEMENA

FOR EGYPT:

H FAHMY.

FOR FINLAND:

J. KERÄNEN

FOR FRANCE:

A. VIAUT

FOR GREECE:

E S VOURLAKIS

FOR GUATEMALA:

CLAUDIO URRUTIA E

FOR HUNGARY:

L. AUJESZKY

FOR ICELAND:

TERESIA GUDMUNDSSON

FOR INDIA:

S. K. BANERJI

V. V. SOHONI

FOR IRELAND:

A. H. NAGLE

FOR ITALY:

GIUSEPPE BARBA

FOR MEXICO:

F PEÑA A.

FOR THE KINGDOM OF THE NETHERLANDS:

W BLEEKER

FOR NEW ZEALAND:

M. A. F. BARNETT.

FOR NORWAY:

TH. HESSELBERG

FOR PAKISTAN:

M. O. A. BAIG.

FOR PARAGUAY:

T. FARÍÑA SÁNCHEZ

FOR POLAND:

J. WINIEWICZ

FOR PORTUGAL:

H. AMORIM FERREIRA

FOR THE REPUBLIC OF THE PHILIPPINES:

C DEL ROSARIO

FOR RUMANIA:

FOR SIAM:

CHAROON V. BUNNAG

FOR SWEDEN:

GUSTAF SLETTENMARK

FOR SWITZERLAND:

JEAN LUGEON

FOR TURKEY:

H. R. BAYDUR

FOR THE UNION OF SOUTH AFRICA:

H. T. ANDREWS

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND:

NELSON K. JOHNSON.

R. C. CHILVER

FOR THE UNITED STATES OF AMERICA:

F. W. REICHELDERFER.

FOR URUGUAY:

CAP. DE FRAGATA AMÉRICO DENTONE

FOR VENEZUELA:

FOR YUGOSLAVIA:

MILAN VEMIC

(b) Romanization of the signatures to the Protocol concerning Spain.

FOR ARGENTINA:

ALFREDO G GALMARINI

FOR AUSTRALIA:

N. H. WARREN.

FOR BELGIUM (including THE BELGIAN CONGO):

A VAN DEN BROECK

N VANDER ELST pour le Congo Belge.

FOR BRAZIL:

FRANCISCO XAVIER RODRIGUES DE SOUZA.

FOR BURMA:

MAUNG Po. E.

FOR CANADA:

ANDREW THOMSON.

PATRICK D McTAGGART-COWAN

FOR CHILE:

F. NIETO DEL RÍO

FOR CHINA:

JOHN LEE

FOR COLOMBIA:

SANTIAGO GARAVITO

FOR CUBA:

GMO BELT

FOR CZECHOSLOVAKIA:

Dr ALOIS GREGOR

FOR DENMARK:

HENRIK KAUFFMANN

FOR THE DOMINICAN REPUBLIC:

HANS COHN

FOR ECUADOR:

C J AROSEMENA

FOR EGYPT:

H FAHMY.

FOR FINLAND:

J. KERÄNEN

FOR FRANCE:

A. VIAUT

FOR GREECE:

E S VOURLAKIS

FOR GUATEMALA:

CLAUDIO URRTIA E.

FOR HUNGARY:

L. AUJESZKY

FOR ICELAND:

TERESIA GUDMUNDSSON

FOR INDIA:

S. K. BANERJI

V. V. SOHONI

FOR IRELAND:

FOR ITALY:

GIUSEPPE BARBA

FOR MEXICO:

F PEÑA A.

FOR THE KINGDOM OF THE NETHERLANDS:

W BLEEKER

FOR NEW ZEALAND:

M. A. F. BARNETT.

FOR NORWAY:

TH. HESSELBERG

FOR PAKISTAN:

M. O. A. BAIG.

FOR PARAGUAY:

T. FARIÑA SANCHEZ

FOR POLAND:

J. WINIEWICZ

FOR PORTUGAL:

H. AMORIM FERREIRA

FOR THE REPUBLIC OF THE PHILIPPINES:

C DEL ROSARIO

FOR RUMANIA:

FOR SIAM:

CHAROON V. BUNNAG.

FOR SWEDEN:

GUSTAF SLETTENMARK

FOR SWITZERLAND:

FOR TURKEY:

H. R. BAYDUR

FOR THE UNION OF SOUTH AFRICA:

H. T. ANDREWS

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

NELSON K. JOHNSON

R. C. CHILVER

FOR THE UNITED STATES OF AMERICA:

F. W. REICHELDERFER.

FOR URUGUAY:

Cap. de Fragata AMÉRICO DENTONE

FOR VENEZUELA:

FOR YUGOSLAVIA:

MILAN VEMIC

(c) Territories and areas to which the Convention will apply.

Territories or groups of territories maintaining their own meteorological services which by virtue of the declarations given on their behalf by the State responsible for their international relations, in accordance with the provisions of Articles 3 (d) and 34 (a) of the Convention, will be separate members of the World Meteorological Organization:

Ante, pp. 283, 294.

Date of receipt of declaration

United Kingdom of Great Britain and Northern Ireland for:

Bermuda	December 14, 1948
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Central African Territories	December 14, 1948
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[Listed in Annex II of the Convention as
"Rhodesia"]

Northern Rhodesia (Protectorate)	December 14, 1948
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Nyasaland Protectorate	December 14, 1948
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Southern Rhodesia	December 14, 1948
-------------------	-------------------

Hong Kong	December 14, 1948
-----------	-------------------

Malayan Territories	December 14, 1948
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[Listed in Annex II of the Convention as
"Malaya"]

Singapore	December 14, 1948
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Federation of Malaya	December 14, 1948
----------------------	-------------------

North Borneo	December 14, 1948
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Sarawak	December 14, 1948
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Brunei (Protected State)	December 14, 1948
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The East African Territories and Indian Ocean Islands

[Listed in Annex II of the Convention as "British East Africa" and "Mauritius"]	December 14, 1948
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Kenya (Colony and Protectorate)	December 14, 1948
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Uganda Protectorate	December 14, 1948
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Tanganyika (Trust Territory)	December 14, 1948
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Zanzibar Protectorate	December 14, 1948
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Mauritius	December 14, 1948
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Seychelles	December 14, 1948
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Date of receipt of declaration

The West African Territories December 14, 1948
 [Listed in Annex II of the Convention as
 "British West Africa" and "Cameroons"
 (under United Kingdom Trusteeship)]

Nigeria	(a) Colony	
	(b) Protectorate	
	(c) Cameroons under United	
	Kingdom Trusteeship	
Gold Coast	(a) Colony	
	(b) Ashanti	
	(c) Northern Territories	
	(d) Togoland under United	
	Kingdom Trusteeship	
Sierra Leone (Colony and Protectorate)		
Gambia (Colony and Protectorate)		

France for:

Cameroons under French Trusteeship	December 5, 1949
French Equatorial Africa	December 5, 1949
French Oceanic Colonies	December 5, 1949
French Somaliland	December 5, 1949
French Togoland	December 5, 1949
French West Africa	December 5, 1949
Indo China	December 5, 1949
Madagascar	December 5, 1949
Morocco (not including the Spanish Zone)	December 5, 1949
New Caledonia	December 5, 1949
Tunisia	December 5, 1949

Territories and areas to which the Convention has been applied by various States, by virtue of the membership of those States in the World Meteorological Organization, which territories and areas will not be considered as separate members of the Organization:

United Kingdom of Great Britain and Northern Ireland for:

	<u>Date of receipt of notification</u>
Aden (Colony and Protectorate)	December 14, 1948
Basutoland	December 14, 1948
Bechuanaland (Protectorate)	December 14, 1948
British Solomon Islands (Protectorate)	December 14, 1948
Falkland Islands and Dependencies	December 14, 1948
Fiji	December 14, 1948
Gibraltar	December 14, 1948
Gilbert and Ellice Islands	December 14, 1948
Malta	December 14, 1948
Swaziland	December 14, 1948

France for:

Algeria	December 5, 1949
French Guiana	December 5, 1949
French West Indies	December 5, 1949
Réunion	December 5, 1949
Saint Pierre and Miquelon	December 5, 1949
Saar	December 5, 1949
Valleys of Andorra	December 5, 1949

Union of South Africa for:

Territory of South West Africa	January 17, 1950
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MULTILATERAL

NORTH ATLANTIC OCEAN WEATHER STATIONS

TIAS 2053
May 12, 1949

*Agreement opened for signature at London May 12-June 30, 1949;
instrument of acceptance by the United States of America deposited August
23, 1949; entered into force January 13, 1950.*

ICAO CONFERENCES ON THE JOINT FINANCING
AND OPERATION OF AIR NAVIGATION SERVICES
LONDON, 1949

CONFERENCES SUR LE FINANCEMENT ET L'EX-
PLOITATION EN COMMUN DES SERVICES DE NA-
VIGATION AERIENNE, LONDRES, 1949

CONFERENCIAS DE LA OACI PARA EL FINANCIA-
MIENTO Y OPERACION COLECTIVOS DE LOS SER-
VICIOS DE AERONAVEGACION, LONDRES, 1949

SECOND CONFERENCE ON ICAO NORTH ATLANTIC
OCEAN STATIONS

DEUXIEME CONFERENCE SUR LES STATIONS
OCEANIQUES DE L'ATLANTIQUE NORD

SEGUNDA CONFERENCIA SOBRE LAS ESTACIONES
OCEANICAS DE LA OACI EN EL ATLANTICO SEP-
TENTRIONAL

AGREEMENT
ON NORTH ATLANTIC OCEAN WEATHER STATIONS

ACCORD
SUR LES STATIONS METEOROLOGIQUES FLOTTAN-
TES DE L'ATLANTIQUE DU NORD

ACUERDO
RELATIVO A LAS ESTACIONES METEOROLOGICAS
OCEANICAS EN EL ATLANTICO SEPTENTRIONAL

London, 12th May, 1949 Londres, 12 mai 1949 Londres, 12 de mayo de 1949

AGREEMENT	ACCORD	ACUERDO
ON NORTH ATLANTIC OCEAN WEATHER STATIONS.	SUR LES STATIONS METEOROLOGI- QUES FLOTANTES DE L'ATLANTIQUE DU NORD	RELATIVO A LAS ESTACIONES METEOROLOGICAS OCEANICAS EN EL ATLANTICO SEPTENTRIONAL

"The Organisation". The Governments of Les Gouvernements de BELGIUM, CANADA, la BELGIQUE, du CADENMARK, FRANCE, NADA, du DANEMARK, IRELAND, NETHERLANDS, NORWAY, D'AMERIQUE, de la PORTUGAL, SWEDEN, FRANCE, de L'IR-UNITED KINGDOM LANDE, de la NOR- and UNITED STATES VEGE, des PAYS-BAS, OF AMERICA, being du PORTUGAL, du Member States of the ROYAUME-UNI et de International Civil Aviation Organisation (hereinafter called "the Organisation"), la SUEDE, qui sont des Etats membres de l'Organisation de l'Aviation civile internationale (désigné ci-après par le mot "Organisation"),

Los Gobiernos de BELGICA, CANADA, DINAMARCA, ESTADOS UNIDOS DE AMERICA, FRANCIA, HOPORTUGAL, NORUEGA, PORTUGAL, REINO UNIDO y SUECIA, siendo Miembros de la Organización de Aviación Civil Internacional (que en adelante se denominará "la Organización"),

"The Council". HAVING, at a Conference convened in London by the Council of the Organisation (hereinafter called "the Council") pursuant to Article 7 of the International Agreement on North Atlantic Ocean Weather Stations signed in London on 25th September, 1946, [1] considered the revision and renewal of this Agreement, and

AYANT, au cours d'une conférence convoquée à Londres par le Conseil de l'Organisation (désigné ci-après par le mot "Conseil") en application de l'article 7 de l'Accord international concernant les navi-stations météorologiques de l'Atlantique Nord signé à Londres le 25 septembre 1946, examiné la révision et le renouvellement du présent Accord et

HABIENDO, en la conferencia convocada por el Consejo de la Organización (que en adelante se llamará "el Consejo") de conformidad con el Artículo 7 del Acuerdo Internacional acerca de las Estaciones Meteorológicas Flotantes en el Atlántico Norte, firmado en Londres el 25 de septiembre de 1946, considerando la revisión y renovación de este Acuerdo, y

¹ Not printed, since the agreement never entered into force.

HAVING resolved to conclude a new agreement to secure the continued provision, financing, maintenance and operation of ocean station vessels at weather stations in the North Atlantic and there-by to contribute to the safety, regularity, efficiency and economy of air navigation in that region in accordance with the general aims and objectives of the Organisation,

HAVE APPOINTED for this purpose the under-signed Representatives who HAVE AGREED AS FOLLOWS:

AYANT décidé de conclure un nouvel accord afin d'assurer la continuité de la mise en oeuvre, du financement, de l'entretien et de l'exploitation de navires-stations affectés à des stations météorologiques dans l'Atlantique du Nord, et de contribuer ainsi à assurer dans cette région une exploitation sûre, régulière, efficace et économique des services aériens en accord avec les buts généraux de l'Organisation,

ONT DESIGNÉ à cet effet les représentants soussignés, qui SONT convenus de ce qui suit:

HAN NOMBREADO para este fin a los representantes abajo mencionados quienes HAN A CORDADO LO SIGUIENTE:

(english text)

ARTICLE I

1. The Contracting Governments named in this Article shall provide, maintain and operate, subject to the conditions prescribed in this Agreement, suitable ocean station vessels (hereinafter referred to as "vessels"), at weather stations in the North Atlantic (hereinafter, together with such additional stations as may be provided under Article II, referred to as "the Stations"), as specified in the following table and in paragraph 2 of this Article:

"Vessels".

"Stations".

Station	Location	Governments responsible	Number of vessels to be operated
A	(62°00' N	(Netherlands	1
	(33°00' W	(United States	2
B	(56°30' N	(Canada	1
	(51°00' W	(United States	2
C	(52°45' N	{	
	(35°30' W	{ United States	3
D	(44°00' N	{	
	(41°00' W	{ United States	2½
E	(35°00' N	{	
	(48°00' W	{ United States	2½
H	(36°00' N	{	
	(70°00' W	{ United States	2
I	(59°00' N	{	
	(19°00' W	{ United Kingdom	2
J	(52°30' N	{	
	(20°00' W	{ United Kingdom	2
K	(45°00' N	{	
	(16°00' W	{ France	2
M	(66°00' N	{	
	(02°00' E	{ Norway	2

Post, p. 374.

The locations of the Stations are indicated on the map in Annex I to this Agreement.

2. The Government of the Netherlands shall provide one vessel to be operated at Station J in relief of the United Kingdom vessels and at Station K in relief of the French vessels, in accordance with paragraph 3 of this Article.

3. The operation of Stations I, J and K shall be shared among the vessels of France, Netherlands and United Kingdom, as the authorities of the Governments of those countries shall arrange, on the following basis:

France (at Station K)	15 patrols annually;
Netherlands (at Stations J and K)	7 patrols annually;
United Kingdom (at Stations I and J)	30 patrols annually.

4. Since the number of vessels to be provided under this Article by the Governments of France, Netherlands and United Kingdom to maintain Stations I, J and K is more than is operationally necessary for this purpose, those Governments shall, if necessary and practicable, arrange to provide relief vessels to assist the Government of Norway in operating Station M in case of emergency. In such event, the Government of Norway shall reimburse the Government providing the relief vessel at the rate £7,500 for each patrol.

Patrol.

5. For the purposes of this Article a patrol shall consist of 21 days on station.

ARTICLE II

1. The location of any of the Stations may be changed:

- (a) by the Contracting Government or Governments responsible for operating vessels thereat, provided that the consent of a majority of the other Contracting Governments is first obtained by or through the Council, or
- (b) by the Council, provided that the consent of a majority of Contracting Governments, including the consent of the Contracting Government or Governments responsible for operating vessels at the Station concerned, is first obtained.

Additional stations
or vessels.

2. The Council may make arrangements, with the consent of a majority of the Contracting Governments, for the provision of one or more stations, or for the provision, maintenance and operation of one or more vessels, in the North Atlantic in addition to those specified in paragraph 1 of Article I. In the event of provision being made for one or more additional stations, the Council shall arrange, in accordance with paragraph 1 of this Article, such changes as may be necessary in the location of the existing Stations.

ARTICLE III

Payments to member states.

1. The Government of Belgium shall pay annually to the Government of Norway an amount in Belgian francs equivalent to £25,000, and the Government of Denmark shall pay annually to the Government of Norway an amount in Danish Kroner equivalent to Norwegian Kroner 460,000, towards the financing of the vessels operated by the Government of Norway under this Agreement. These amounts shall be paid in half-yearly instalments on 1st October and 1st April of each year.

2. The Government of Sweden shall pay to the Government of Norway an amount equivalent to 64% of the cost to Norway of operating Station M after taking account of amounts received by the Government of Norway from the Governments of Belgium and Denmark as provided in paragraph 1. The Government of Sweden shall be entitled to provide up to 50% of the meteorological personnel necessary for the operation of Station M.

3. The Government of Belgium shall pay annually to the Government of the Netherlands an amount in Belgian francs equivalent to £1,000 towards the financing of the vessels operated by the Government of the Netherlands under this Agreement.

ARTICLE IV

The Governments of Ireland and Portugal shall each pay to the Organisation an annual contribution in cash of £1,000.

Annual payments to
the Organization.

ARTICLE V

1. The Contracting Governments undertake that the vessels operated by them at the Stations shall perform the services specified in Annex II to this Agreement.

Post, p. 375.

2. Annex II to this Agreement may be amended by the Council with the consent of three quarters of the Contracting Governments, including the consent of the Governments responsible for operating at least eighteen vessels under this Agreement.

A mendment of
Annex II.

ARTICLE VI

The Council shall co-ordinate the general programme of operation of the Stations in consultation with such other international organisations as it considers appropriate. It shall keep the International Meteorological Organisation advised of the meteorological aspects of any action which it proposes to take in connection with such co-ordination and shall invite the International Meteorological Organisation to send representatives to any meeting called for the purpose of accomplishing such co-ordination.

ARTICLE VII

Subject to the provisions of Annex II to this Agreement,

- (a) the Stations shall be operated in accordance with the applicable standards, recommended practices, procedures and specifications of services approved by the Council insofar as they affect the safety of air navigation;
- (b) the manner of making meteorological observations and of collecting reports at the Stations and transmitting them to main meteorological offices or forecasting centres shall be in accordance with the appropriate procedures and specifications prescribed by the International Meteorological Organisation.

ARTICLE VIII

No charges shall be imposed by any Contracting Government for any of the services, required under this Agreement, rendered by the vessels operated by them at the Stations, except as agreed by all the Contracting Governments.

Charges.

ARTICLE IX

Reports.

1. Each Contracting Government shall furnish to the Council such reports as may reasonably be required by the Council concerning the utilisation of the services provided by the vessels operated at the Stations.
2. Each Contracting Government operating any of the vessels at the Stations shall furnish to the Council such reports as may reasonably be required by the Council concerning the operation of the vessel or vessels so operated by it.
3. The Council shall furnish to the Contracting Governments each year a report on the operation and utilisation of the Stations based on the reports furnished by Contracting Governments.

ARTICLE X

Transfer of obligations.

Any Contracting Government may agree with any other Contracting Government to take over all or any of its obligations under this Agreement. Any such agreement shall be notified by the Contracting Government concerned to the Secretary General of the Organisation who shall notify the other Contracting Governments.

ARTICLE XI

Financing; balance deficit.

The Organisation shall be reimbursed for its extraordinary expenses incidental to this Agreement so far as possible from the contributions provided for in Article IV and from any contributions in cash received by it from acceding Governments under Article XVI. Any balance remaining from such contributions after the extraordinary expenses of the Organisation have been met, shall be allocated by the Council to the Governments of France, Netherlands and United Kingdom as follows:

France	25%
Netherlands	25%
United Kingdom	50%

If the contributions are insufficient to reimburse the Organisation, the balance remaining due shall be met by the Contracting Governments in equal shares.

ARTICLE XII

Default.

In the event that a Contracting Government, without the consent of the other Contracting Governments, ceases to operate any vessel which it is responsible for operating under this Agreement, the Council shall consult with the other Contracting Governments as to appropriate action and shall convene a conference if an arrangement acceptable to a majority of the Governments, including all those whose financial responsibilities are affected, cannot be concluded through such consultation.

ARTICLE XIII

Conference.

The Council may at any time convene a conference of interested Governments to consider any matter connected with this Agreement if it is requested to do so by one or more Contracting Governments and is satisfied that a conference is necessary.

ARTICLE XIV

Any dispute relating to the interpretation or application of this Agreement or Annex II, which is not settled by negotiation, shall, upon the request of any Contracting Government party to the dispute, be referred to the Council for its recommendation.

Referral of dispute.
Post, p. 375.

ARTICLE XV

1. This Agreement shall remain open until 30th June 1949 for signature by the Governments named in the preamble thereof.

Entry into force.

2. This Agreement shall be subject to acceptance by signatory Governments. Instruments of acceptance shall be deposited as soon as possible with the Secretary General of the Organisation.

3. This Agreement shall come into force, as between the signatory Governments which have notified their acceptance, when instruments of acceptance have been deposited by Governments responsible for the operation of not less than eighteen of the vessels referred to in Article I of this Agreement. [1] As regards any Government notifying its acceptance thereafter, the Agreement shall come into force as from the date on which that Government deposits its instrument of acceptance.

Ante, p. 359.

ARTICLE XVI

Any non-signatory Government may accede to this Agreement by depositing with the Secretary General of the Organisation an instrument of accession, together with an undertaking to make, on the terms and subject to the conditions of this Agreement, such contributions, in cash or otherwise, as the Council may consider reasonable having regard primarily to the aeronautical benefits derived by that Government from the operation of the Stations.

Accession by other governments.

ARTICLE XVII

1. This Agreement shall terminate on 30th June, 1953.

Termination.

2. The Council shall convene a conference of all interested Governments not later than 1st October, 1952, to consider the revision and renewal of this Agreement.

ARTICLE XVIII

As regards Contracting Governments, this Agreement shall, after it has come into force, supersede the International Agreement on North Atlantic Ocean Weather Stations signed in London on 25th September, 1946.

(texte français)

ARTICLE PREMIER

1. Les Gouvernements contractants dont les noms figurent dans le présent Article fournissent, entretiennent et exploitent, selon les conditions prescrites au présent Accord, les navires-stations qui conviennent (désignés ci-après par le mot "navires") affectés à des stations météorologiques dans l'Atlantique du Nord (désignées ci-après, ainsi que toutes autres stations supplémentaires éventuellement fournies

¹ Entered into force Jan. 13, 1950, the date on which the United Kingdom deposited its instrument of acceptance, the United States having deposited its instrument of acceptance Aug. 23, 1949.

aux termes de l'Article II, par le mot "Stations") ainsi qu'il est spécifié dans le tableau suivant et au paragraphe 2 du présent Article:

<u>Station</u>	<u>Emplacement</u>	<u>Gouvernements responsables</u>	<u>Nombre de navires à exploiter</u>
A	(62°00 N (33°00 W	(Pays-Bas (Etats-Unis d'Amérique	1 2
B	(56°30 N (51°00 W	(Canada (Etats-Unis d'Amérique	1 2
C	(52°45 N (35°30 W	{ Etats-Unis d'Amérique	3
D	(44°00 N (41°00 W	{ Etats-Unis d'Amérique	2½
E	(35°00 N (48°00 W	{ Etats-Unis d'Amérique	2½
H	(36°00 N (70°00 W	{ Etats-Unis d'Amérique	2
I	(59°00 N (19°00 W	{ Royaume-Uni	2
J	(52°30 N (20°00 W	{ Royaume-Uni	2
K	(45°00 N (16°00 W	{ France	2
M	(66°00 N (02°00 E	{ Norvège	2

Les positions des stations sont indiquées sur la carte qui figure à l'Annexe I au présent Accord.

2. Le Gouvernement des Pays-Bas fournit un navire qui doit être exploité à la station J pour assurer la relève des navires du Royaume-Uni, et à la station K pour assurer la relève des navires français, conformément au paragraphe 3 de cet Article.

3. L'exploitation des stations I, J et K est répartie entre les navires de la France, des Pays-Bas et du Royaume-Uni, selon les arrangements conclus entre les Gouvernements de ces pays, sur la base suivante:

France (à la station K)	15 patrouilles par an;
Pays-Bas (aux stations J et K)	7 patrouilles par an;
Royaume-Uni (aux stations I et J)	30 patrouilles par an.

4. Etant donné que le nombre de navires à fournir, aux termes du présent Article, par les Gouvernements de la France, des Pays-Bas et du Royaume-Uni pour desservir les stations I, J et K, dépasse le nombre nécessaire à cet effet du point de vue de l'exploitation, ces Gouvernements prennent des dispositions, si cela est nécessaire et réalisable, pour fournir des navires d'appoint afin d'aider le Gouvernement de la Norvège à exploiter la station M en cas d'urgence. Dans ce cas, le Gouvernement de la Norvège rembourse, à raison de 7.500 livres sterling par patrouille, le Gouvernement fournissant le navire d'appoint.

5. Au sens du présent Article, une patrouille consiste en un stationnement de 21 jours.

ARTICLE II

1. La position de l'une quelconque des stations peut être changée:
 - a) par le ou les Gouvernements contractants responsables de l'exploitation des navires à ladite station, sous réserve du consentement préalable de la majorité des autres Gouvernements contractants, obtenu par le Conseil ou par l'intermédiaire du Conseil; ou
 - b) par le Conseil, sous réserve du consentement préalable de la majorité des Gouvernements contractants, y compris celui du ou des Gouvernements contractants responsables de l'exploitation des navires à la station en cause.
2. Le Conseil peut conclure des arrangements, avec le consentement de la majorité des Gouvernements contractants, en vue de l'établissement d'une ou de plusieurs Stations, ou de l'armement, de l'entretien et de l'exploitation d'un ou de plusieurs navires dans l'Atlantique Nord; en plus de ceux qui sont spécifiés au paragraphe 1 de l'Article I. Au cas où il est pourvu à l'établissement d'une ou plusieurs stations supplémentaires, le Conseil prend des dispositions, conformément au paragraphe 1 du présent Article, en vue des modifications qu'il peut être nécessaire d'apporter à la position des Stations actuelles.

ARTICLE III

1. Le Gouvernement de la Belgique paie chaque année au Gouvernement de la Norvège une somme en francs belges équivalente à 25.000 livres sterling, et le Gouvernement du Danemark paie annuellement au Gouvernement de la Norvège une somme en couronnes danoises équivalente à 460.000 couronnes norvégiennes, à titre de contribution au financement des navires exploités par le Gouvernement de la Norvège aux termes du présent Accord. Ces sommes sont payées par versements semestriels, le 1er octobre et le 1er avril de chaque année.
2. Le Gouvernement de la Suède paie au Gouvernement de la Norvège une somme équivalente à 64% des frais assumés par la Norvège pour l'exploitation de la station M, compte tenu des sommes reçues par le Gouvernement de la Norvège des Gouvernements de la Belgique et du Danemark conformément aux dispositions du paragraphe 1. Le Gouvernement de la Suède a le droit de fournir jusqu'à 50% du personnel météorologique nécessaire à l'exploitation de la Station M.
3. Le Gouvernement de la Belgique paie annuellement au Gouvernement des Pays-Bas une somme en francs belges équivalente à 1.000 livres sterling, à titre de contribution au financement des navires exploités par le Gouvernement des Pays-Bas aux termes du présent Accord.

ARTICLE IV

Les Gouvernements de l'Irlande et du Portugal paient, chacun, à l'Organisation une contribution annuelle en espèces de 1.000 livres sterling.

ARTICLE V

1. Les Gouvernements contractants s'engagent à ce que les navires exploités par eux aux Stations assurent les services spécifiés dans l'Annexe II du présent Accord.
2. L'Annexe II mentionnée au paragraphe 1 du présent Article peut être modifiée par le Conseil avec le consentement des trois quarts des Gouvernements contractants, y compris celui des Gouvernements auxquels incombe l'exploitation de dix-huit navires au moins aux termes du présent Accord.

ARTICLE VI

Le Conseil coordonne le programme d'ensemble d'exploitation des Stations et consulte à cet effet les autres organisations internationales qu'il juge indiquées. Il avise l'Organisation météorologique internationale des aspects météorologiques de toute décision qu'il se propose de prendre pour assurer cette coordination et invite l'Organisation météorologique internationale à envoyer des représentants à toute réunion convoquée en vue d'assurer cette coordination.

ARTICLE VII

Sous réserve des dispositions de l'Annexe II du présent Accord:

- a) les stations sont exploitées conformément aux standards, pratiques recommandées, procédures et spécifications pour les services applicables et approuvés par le Conseil dans la mesure où ils influent sur la sécurité de la navigation aérienne;
- b) la manière dont les Stations effectuent les observations météorologiques, les centralisent et les transmettent aux centres météorologiques principaux ou aux centres de prévisions, doit être conforme aux procédures et spécifications appropriées, promulguées par l'Organisation météorologique internationale.

ARTICLE VIII

Aucune taxe n'est perçue par un Gouvernement contractant pour aucun des services exigés aux termes du présent Accord et assurés, en station, par les navires qu'exploite ledit Gouvernement contractant, sauf par voie d'accord entre tous les Gouvernements contractants.

ARTICLE IX

1. Chaque Gouvernement contractant fournit au Conseil les rapports que celui-ci peut raisonnablement lui demander en ce qui concerne l'utilisation des services assurés par les navires affectés aux stations.
2. Chaque Etat contractant exploitant un ou plusieurs navires aux stations fournit au Conseil les rapports qu'il peut raisonnablement lui demander en ce qui concerne l'exploitation du ou des navires qu'il exploite.
3. Le Conseil fournit chaque année auxdits Gouvernements contractants un rapport sur l'exploitation et l'utilisation des Stations, d'après les rapports reçus des Gouvernements contractants.

ARTICLE X

Tout Gouvernement contractant peut passer un accord avec tout autre Gouvernement contractant en vue d'assumer, en totalité ou en partie, les obligations de celui-ci en application du présent Accord. Le Gouvernement contractant intéressé notifie tout accord de ce genre au Secrétaire général de l'Organisation qui en donne notification aux autres Gouvernements contractants.

ARTICLE XI

Les dépenses extraordinaires résultant de cet accord sont remboursées à l'Organisation autant que possible par prélèvement si les contributions prévues à l'Article IV et sur toute contribution en espèces qu'elle recevra des Gouvernements qui adhéreront à l'Accord aux termes de l'Article XVI. Tout solde de ces contributions restant après que les dépenses extraordinaires de l'Organisation ont été

couvertes, est réparti par le Conseil aux Gouvernements de la France, des Pays-Bas et du Royaume-Uni de la façon suivante:

France	25%
Pays-Bas	25%
Royaume-Uni	50%

si les contributions sont insuffisantes pour rembourser l'Organisation, le solde qui lui reste dû est couvert par les Gouvernements contractants à parts égales.

ARTICLE XII

Dans le cas où un Gouvernement contractant cesse d'exploiter sans le consentement des autres Gouvernements contractants un navire qu'il est chargé d'exploiter aux termes du présent Accord, le Conseil consulte les autres Gouvernements contractants sur les mesures appropriées à prendre et convoque une conférence si un arrangement convenant à la majorité des Gouvernements, y compris tous ceux dont les responsabilités financières sont engagées, ne peut être conclu grâce à ladite consultation.

ARTICLE XIII

Le Conseil peut à tout moment convoquer une conférence des Gouvernements intéressés pour étudier tout sujet qui se rapporte au présent Accord, sur demande d'un ou de plusieurs Gouvernements contractants, et s'il estime qu'une telle conférence est nécessaire.

ARTICLE XIV

Lorsqu'un litige ayant trait à l'interprétation ou à l'application du présent Accord ou de son Annexe II ne peut être réglé par voie de négociation, il est, sur la demande de l'un des Gouvernements contractants partie au litige, soumis au Conseil aux fins de recommandations.

ARTICLE XV

1. Le présent Accord reste ouvert à la signature des Etats mentionnés dans son préambule jusqu'au 30 juin 1949.
2. Le présent Accord est subordonné à l'acceptation des Gouvernements signataires. Les instruments d'acceptation doivent être déposés aussitôt que possible auprès du Secrétaire général de l'Organisation.
3. Le présent Accord entre en vigueur, en ce qui concerne les Gouvernements signataires qui ont notifié leur acceptation, lorsque les instruments d'acceptation seront déposés par les Gouvernements responsables de l'exploitation d'au moins 18 navires, aux termes de l'Article I. A l'égard de tout Gouvernement notifiant ultérieurement son acceptation, l'Accord entre en vigueur à partir de la date à laquelle il dépose son instrument d'acceptation.

ARTICLE XVI

Tout Gouvernement non signataire peut adhérer au présent Accord en déposant auprès du Secrétaire général de l'Organisation un instrument d'adhésion, ainsi qu'un engagement de faire, aux termes et sous réserve des conditions de cet Accord, des contributions en espèces ou autres, que le Conseil juge raisonnables en tenant compte en premier lieu des avantages aéronautiques retirés par ce Gouvernement de l'exploitation des stations.

ARTICLE XVII

1. Le présent Accord prend fin le trente juin 1953.
2. Le Conseil doit convoquer une conférence de tous les Gouvernements intéressés le premier octobre 1952 au plus tard pour examiner la révision et le renouvellement du présent Accord.

ARTICLE XVIII

Pour les Etats contractants, le présent Accord, lorsqu'il entre en vigueur, annule et remplace l'Accord international concernant les navires-stations météorologiques de l'Atlantique Nord signé à Londres le 25 septembre 1946.

(texto español)

ARTICULO I

1. Los Gobiernos contratantes mencionados en este Artículo, suministrarán, mantendrán y tendrán a su cargo, con arreglo a las condiciones prescritas en este Acuerdo, barcos de estaciones oceánicas adecuados (que en adelante se llamarán "barcos"), en estaciones meteorológicas en el Atlántico Septentrional (que en adelante, juntamente con las estaciones adicionales que se establezcan de acuerdo con el Artículo II, se llamarán "las Estaciones"), en la forma indicada en la tabla siguiente y en el párrafo 2 de este Artículo:

<u>Estación</u>	<u>Posición</u>	<u>Gobierno responsable</u>	<u>Número de barcos a su cargo</u>
A	(62°00 N	Holanda (Estados Unidos	1
	(33°00 W		2
B	(56°30 N	(Canadá (Estados Unidos	1
	(51°00 W		2
C	(52°45 N	{ Estados Unidos (35°30 W	3
	(44°00 N		
D	(41°00 W	{ Estados Unidos	2½
	(35°00 N		
E	(48°00 W	{ Estados Unidos	2½
	(36°00 N		
H	(70°00 W	{ Estados Unidos	2
	(59°00 N		
I	(19°00 W	{ Reino Unido	2
	(52°30 N		
J	(20°00 W	{ Reino Unido	2
	(45°00 N		
K	(16°00 W	{ Francia	2
	(66°00 N		
M	(02°00 E	{ Noruega	2

La posición de las estaciones está indicada en el mapa que aparece en el Anexo I a este Acuerdo.

2. El Gobierno de Holanda suministrará un barco que funcionará en la Estación J para relevar a los barcos del Reino Unido y en la Estación K para relevar a los de Francia, de acuerdo con el párrafo 3 de este Artículo.

3. El funcionamiento de las Estaciones I, J y K estará distribuido entre barcos de Francia, Holanda y Reino Unido, en la forma que convengan las autoridades de los Gobiernos de dichos países, sobre la base siguiente:

Francia (en la Estación K) 15 patrullas anualmente;
Holanda (en las Estaciones J y K) 7 patrullas anualmente;
Reino Unido (en las Estaciones I y J) 30 patrullas anualmente.

4. Puesto que el número de barcos que se suministrarán de acuerdo con este Artículo por los Gobiernos de Francia, Holanda y Reino Unido, para mantener las Estaciones I, J y K es más del necesario para las operaciones requeridas a este fin, dichos Gobiernos deberán, si es necesario y factible, hacer los arreglos apropiados para suministrar barcos de relevo para ayudar al Gobierno de Noruega en el funcionamiento de la Estación M en caso de emergencia. En tal caso, el Gobierno de Noruega reembolsará al Gobierno que proporcione el barco de relevo a razón de 7.500 libras esterlinas por cada patrulla.

5. A los fines de este Artículo, una patrulla comprenderá 21 días en la posición de servicio.

ARTICULO II

1. La posición de cualquiera de las Estaciones podrá cambiarse:

- por el Gobierno o Gobiernos contratantes responsables del funcionamiento de los barcos en las mismas, con tal de que se obtenga el consentimiento previo de la mayoría de los demás Gobiernos contratantes o por medio del Consejo, o
- por el Consejo, con tal de que se obtenga primero el consentimiento de la mayoría de los Gobiernos contratantes, incluyendo el consentimiento del Gobierno o Gobiernos contratantes responsables del funcionamiento de los barcos en la Estación en cuestión.

2. El Consejo podrá hacer arreglos, con el consentimiento previo de la mayoría de los Gobiernos contratantes, para el establecimiento de una o más estaciones y para el suministro, mantenimiento y funcionamiento de uno o más barcos en el Atlántico Septentrional, además de los indicados en el párrafo 1 del Artículo I. En el caso de que se disponga el establecimiento de una o más estaciones adicionales, el Consejo efectuará, de conformidad con el párrafo 1 de este Artículo, los cambios que sean necesarios respecto a la posición de las Estaciones existentes.

ARTICULO III

1. El Gobierno de Bélgica pagará anualmente al Gobierno de Noruega una cantidad en francos belgas equivalente a 25.000 libras esterlinas, y el Gobierno de Dinamarca pagará anualmente al Gobierno de Noruega una cantidad en coronas danesas equivalente a 460.000 coronas noruegas, hacia el financiamiento de los barcos cuyo funcionamiento está a cargo del Gobierno de Noruega en virtud de este Acuerdo. Dichas cantidades se pagarán a plazos cada medio año el 1º de octubre y el 1º de abril de cada año.

2. El Gobierno de Suecia pagará al Gobierno de Noruega una cantidad equivalente al 64% del costo que representa para Noruega el funcionamiento de la Estación M después de tomar en cuenta las cantidades que haya percibido el Gobierno de Noruega, de los Gobiernos de Bélgica y Dinamarca, como se dispone en el párrafo 1. El Gobierno de Suecia tendrá derecho a suministrar hasta el 50% del personal meteorológico necesario para el funcionamiento de la Estación M.

3. El Gobierno de Bélgica pagará anualmente al Gobierno de Holanda una cantidad en francos belgas equivalente a 1.000 libras esterlinas hacia el financia-

miento de los barcos a cargo del Gobierno de Holanda en virtud del presente Acuerdo.

ARTICULO IV

Los Gobiernos de Irlanda y Portugal pagarán cada uno de ellos a la Organización una contribución anual en efectivo de 1.000 libras esterlinas.

ARTICULO V

1. Los Gobiernos contratantes se comprometen a que los barcos que tienen a su cargo en las Estaciones lleven a cabo los servicios indicados en el Anexo II al presente Acuerdo.
2. El Anexo II a este Acuerdo podrá modificarse por el Consejo con el consentimiento previo de las tres cuartas partes de los Gobiernos contratantes, incluyendo el consentimiento de los Gobiernos responsables del funcionamiento de dieciocho barcos por lo menos en virtud del presente Acuerdo.

ARTICULO VI

El Consejo coordinará el programa general del funcionamiento de las Estaciones mediante consultas con las demás organizaciones internacionales que estime apropiadas. El Consejo mantendrá informada a la Organización Meteorológica Internacional respecto a los aspectos meteorológicos de cualquier medida que se proponga tomar en relación con dicha coordinación e invitará a la Organización Meteorológica Internacional a enviar representantes a cualquier conferencia que se convoque con el fin de lograr dicha coordinación.

ARTICULO VII

Con sujeción a las disposiciones del Anexo II al presente Acuerdo,

- (a) las estaciones funcionarán de acuerdo con las normas, métodos recomendados, procedimientos y especificaciones aplicables a los servicios aprobados por el Consejo, en lo que afecte a la seguridad de la navegación aérea;
- (b) la manera de hacer las observaciones meteorológicas y de recoger informes en las Estaciones y transmitirlos a las oficinas meteorológicas principales o centros de pronósticos se regirá de acuerdo con los procedimientos y especificaciones apropiados establecidos por la Organización Meteorológica Internacional.

ARTICULO VIII

Ningún Gobierno contratante establecerá tasa alguna por ninguno de los servicios, requeridos en virtud del presente Acuerdo, que presten los barcos que estén a su cargo en las Estaciones, excepto en la forma convenida por todos los Gobiernos contratantes.

ARTICULO IX

1. Cada uno de los Gobiernos contratantes suministrará al Consejo los informes que pueda razonablemente requerir éste con respecto al uso de los servicios que suministran los barcos en las Estaciones.
2. Cada uno de los Gobiernos contratantes que tenga a su cargo cualquiera de los barcos en las Estaciones suministrará al Consejo los informes que pueda razonablemente requerir éste respecto al funcionamiento del barco o barcos que tenga a su cargo.

3. El Consejo suministrará anualmente a los Gobiernos contratantes un informe sobre el funcionamiento y utilización de las Estaciones, basado en los informes suministrados por los Gobiernos contratantes.

ARTICULO X

Todo Gobierno contratante podrá acordar con cualquier otro Gobierno contratante hacerse cargo de todas o de cualesquiera de sus obligaciones en virtud del presente Acuerdo. Cualquier acuerdo de esa índole se notificará por el Gobierno contratante en cuestión al Secretario General de la Organización, el cual notificará a los demás Gobiernos contratantes.

ARTICULO XI

A la Organización se le reembolsarán sus gastos extraordinarios relacionados con este Acuerdo, siempre que sea posible, con las contribuciones establecidas en el Artículo IV y con cualesquiera contribuciones en efectivo que reciba la misma de los Gobiernos que se hayan adherido de acuerdo con el Artículo XVI. Todo saldo que resulte de tales contribuciones, una vez satisfechos los gastos extraordinarios de la Organización, se asignará por el Consejo a los Gobiernos de Francia, Holanda y Reino Unido en la siguiente proporción:

Francia	25%
Holanda	25%
Reino Unido	50%

Si las contribuciones no son suficientes para reembolsar a la Organización, el saldo restante pagadero será satisfecho en partes iguales por los Gobiernos contratantes.

ARTICULO XII

En el caso de que un Gobierno contratante, sin el consentimiento previo de los demás Gobiernos contratantes, deje de encargarse del funcionamiento de cualquier barco del que sea responsable en cuanto a su funcionamiento en virtud del presente Acuerdo, el Consejo consultará con los demás Gobiernos contratantes respecto a las medidas que sean apropiadas y convocará una Conferencia si no puede lograrse por medio de esa consulta un arreglo aceptable para la mayoría de los Gobiernos, incluyendo a todos aquellos cuyas responsabilidades financieras queden afectadas.

ARTICULO XIII

El Consejo podrá en cualquier momento convocar una conferencia de los Gobiernos interesados para examinar cualquier cuestión relacionada con el presente Acuerdo si así lo solicita uno o más Gobiernos contratantes y está satisfecho de que es necesaria dicha Conferencia.

ARTICULO XIV

Toda controversia respecto a la interpretación o aplicación del presente Acuerdo o del Anexo II, que no se solucione por el medio de negociación se remitirá a petición de cualquier Gobierno contratante que sea parte en la controversia, al Consejo para su recomendación.

ARTICULO XV

1. Este Acuerdo quedará abierto hasta el 30 de junio de 1949 para la firma de los Gobiernos mencionados en el preámbulo del mismo.
2. El presente Acuerdo estará sujeto a la aceptación por parte de los Gobiernos signatarios. Los instrumentos de aceptación se depositarán lo más pronto posible con el Secretario General de la Organización.

3. El presente Acuerdo entrará en vigor con respecto a los Gobiernos signatarios que hayan notificado su aceptación, cuando hayan depositado sus instrumentos de aceptación los Gobiernos responsables del funcionamiento de dieciocho de los barcos, por lo menos, mencionados en el Artículo I del presente Acuerdo. Con respecto a cualquier Gobierno que notifique posteriormente su aceptación, el Acuerdo entrará en vigor a partir de la fecha en que dicho Gobierno deposite su instrumento de aceptación.

ARTICULO XVI

Todo Gobierno no signatario podrá adherirse a este Acuerdo mediante el depósito con el Secretario General de la Organización de un instrumento de adhesión, junto con la obligación de hacer, de acuerdo con los términos y con sujeción a las condiciones del presente Acuerdo, las contribuciones en efectivo o en otra forma que el Consejo considere razonables, teniendo en cuenta principalmente los beneficios aeronáuticos derivados por dicho Gobierno del funcionamiento de las Estaciones.

ARTICULO XVII

1. Este Acuerdo terminará el 30 de junio de 1953.
2. El Consejo convocará una Conferencia de todos los Gobiernos interesados no más tarde del 1º de octubre de 1952, para considerar la revisión y renovación del presente Acuerdo.

ARTICULO XVIII

Por lo que se refiere a los Gobiernos contratantes, este Acuerdo, una vez en vigor, derogará el Acuerdo Internacional acerca de las Estaciones Meteorológicas Flotantes en el Atlántico del Norte, firmado en Londres el 25 de septiembre de 1946.

I N W I T N E S S EN FOI DE QUOI, les EN FE DE LO CUAL,
WHEREOF, the under- soussignés, dûment auto- los infrascritos, debida-
signed, being duly author- risés, ont apposé leur mente autorizados, firman-
ised thereto, have affixed signature ci-après au nom en nombre de sus respec-
their signatures ón behalf de leurs Gouvernements tivos Gobiernos.
of their respective Govern- respectifs.

DONE in London, the FAIT à Londres le HECHO en la ciudad de
twelfth day of May of the douzième jour du mois de Londres, el día once de
year nineteen hundred and mai de l'an mil neuf cent mayo del año mil novecien-
forty nine, in the English, quarante neuf, en fran- tos cuarenta y nueve, en
French and Spanish lan- çais, en anglais et en español, inglés y francés,
guages, in a single copy espagnol, en un exemplaire en un solo ejemplar que se
which shall be deposited in unique qui sera déposé aux depositará en los archivos
the Archives of the Inter- archives de l'Organisation de Avia- de la Organización de Avia-
national Civil Aviation de l'Aviation civile interna- ción Civil Internacional. El
Organisation. Certified nationale. Des copies cer- Secretario General de la
copies thereof shall be tifiées conformes du pré- tificadas del mismo a todos los Gobier-
transmitted by the sent Accord seront trans- Organization to all signa- général de l'Organisation nos signatarios y a los que
tory and acceding Govern- à tous les Gouvernements se hayan adherido al pre-
ments. signataires et adhérents. sente Acuerdo.

Belgium)		
Belgique)	(s.)	M. NEUVILLE
Belgica)		
Canada)	(s.)	C. S. BOOTH
Denmark)		
Danemark)	(s.)	G. CRONE-LEVIN
Dinamarca)		
France)	(s.)	D. HAGUENAU
Francia)	(s.)	MICHEL FONTAINE
Netherlands)		
Pays-Bas)	(s.)	A. S. DE BATS
Holanda)		
Norway)		
Norvège)	(s.)	CARL C. LOUS
Noruega)		
Portugal)	(s.)	H. AMORIM FERREIRA
Sweden)		
Suède)	(s.)	GUSTAF SLETTENMAA
Suecia)		
United Kingdom)		
Royaume-Uni)	(s.)	NELSON K. JOHNSON
Reino Unido)		
United States)		
Stats-Unis)	(s.)	PAUL T. DAVID
Estados Unidos)		

Certified to be a true and complete textual copy of the Act
deposited in the Archives of the Organization

Copie certifiée conforme et complète de l'Acte déposé aux
Archives de l'Organisation

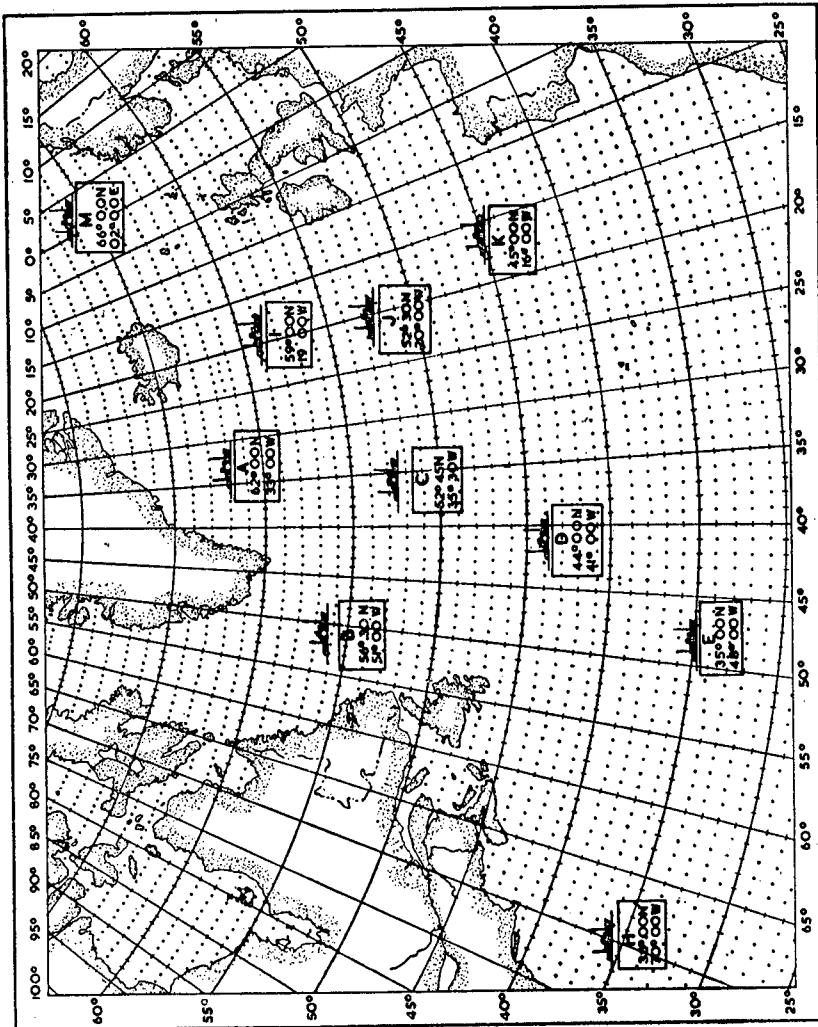
Copia certificada, auténtica y completa del Acta depositada
en los Archivos de la Organización

[SEAL]

ALBERT ROPER

AGREEMENT ON NORTH ATLANTIC WEATHER STATIONS

ANNEX. I



ANNEX II

TO THE AGREEMENT
ON NORTH ATLANTIC
OCEAN WEATHER
STATIONS

ANNEXE II

A L'ACCORD SUR
LES STATIONS
METEOROLOGIQUES
FLOTANTES DE
L'ATLANTIQUE DU
NORD

ANEXO II

AL ACUERDO
RELATIVO A LAS
ESTACIONES
METEOROLOGICAS
OCEANICAS EN EL
ATLANTICO
SEPTENTRIONAL

(english text)

SERVICES TO BE PERFORMED BY OCEAN STATION VESSELS*Ante, p. 361.*A – Meteorological Services

1. Meteorological observations shall be made on all ocean station vessels in accordance with the following programme:
 - (a) surface observations, eight times daily, the observations to include all elements prescribed by the International Meteorological Organisation for ships' observations;
 - (b) special observations of meteorological phenomena and of important changes, which may occur between the regular observations;
 - (c) upper wind observations not less than four times daily, such observations to be made normally by radar methods. In the event of failure of the radar equipment, however, the observations shall be made by visual methods;
 - (d) upper air pressure, temperature and humidity observations four times daily, whenever practicable, and, in any case, not less than twice daily.
2. Reports of the observations referred to in paragraph 1 above shall be transmitted to the appropriate shore stations in the prescribed International Codes.
3. Reports of observations from other ocean station vessels may be received and retransmitted in accordance with national or bilateral arrangements.
4. Reports of observations from an ocean station vessel shall be transmitted to aircraft, on request, in plain language, Q Code or in the appropriate International Code.
5. Meteorological reports required by aircraft contemplating ditching shall be given in plain language, or, if language difficulties are anticipated, in Q Code. The report shall consist of the following elements in the order given:
 - (a) surface wind direction in degrees;
 - (b) surface wind speed in knots;
 - (c) swell – length, height and speed of waves and direction from which they are moving;
 - (d) state of sea – length, height and speed of waves and direction from which they are moving;
 - (e) visibility;
 - (f) present weather;

- 50 Stat. 1121.
- (g) amount and height of base of low cloud (both the main layer and any scattered clouds below);
 - (h) sea level pressure;
 - (i) remarks.
6. Each Contracting Government operating one or more ocean station vessels shall provide, to all other Contracting Governments, copies of all regular surface and upper air meteorological observations made by such vessel or vessels.
 7. Statistical meteorological records and summaries of the observations made by the ocean station vessels shall be maintained in standard form and copies exchanged between the Contracting Governments.

B - Search and Rescue Services

1. The ocean station vessels shall form part of the general search and rescue organisation and shall participate in search and rescue operations in accordance with ICAO procedures and with those of the Convention for the Safety of Life at Sea. To this end they shall remain as close as practicable to their assigned locations, unless it becomes necessary for them to leave such location for search and rescue operations.
2. The ocean station vessels shall, as far as possible, assist aircraft, which have signified their intention of ditching alongside the vessel, to execute this manoeuvre successfully.
3. The ocean station vessels shall carry such search and rescue equipment as is necessary in effecting sea rescue, and such medical equipment as is necessary to succour survivors.
4. The crews on the ocean station vessels shall be expertly trained in effecting sea rescues.

C - Communication Services

The communication equipment on ocean station vessels shall be sufficient to ensure:

- (a) the receipt of safety, distress or emergency calls from mobile units, air or surface;
- (b) communication with surface vessels or aircraft for distress, emergency and safety purposes;
- (c) communication on the regional search and rescue and scene of action frequencies;
- (d) the provision of normal aeronautical mobile communications with aircraft;
- (e) communication with shore stations.

D - Radio Navigational Aids to Aircraft

The ocean station vessels shall provide, when circumstances so require, radio navigational aid to aircraft by the following means:

- (a) direction finding;
- (b) radio beacon;
- (c) microwave search radar.

E- Incidental Services

In addition to the services specified in paragraphs A, B, C and D above, the ocean station vessels shall perform such incidental services as may be required, on the understanding that the performance of such services does not involve any appreciable addition to the obligatory personnel and equipment carried. These incidental services include:

- (a) collection and retransmission of reports of observations from merchant ships when practicable;
- (b) any supplementary air traffic control functions which may be prescribed.

F - Other Services to be performed in connection with the operation of Ocean Station Vessels

The Contracting Governments shall use their best endeavours to facilitate the inclusion, in the observational programme of the ocean station vessels, of such oceanographical and other scientific observations as may be found desirable.

(texte français)

SERVICES QUE DEVRONT ASSURER LES NAVIRES STATIONS**A – Services météorologiques**

1. Des observations météorologiques seront effectuées à bord de tous les navires-stations conformément au programme suivant:
 - a) observations en surface huit fois par jour, comprenant tous les prescrits pour les observations de navires par l'Organisation météorologique internationale;
 - b) observations spéciales des phénomènes météorologiques et des changements importants qui peuvent se produire entre les observations régulières;
 - c) observations du vent en altitude au moins quatre fois par jour, effectuées normalement par des méthodes radar. Toutefois, en cas de panne de l'équipement radar, les observations seront effectuées par des méthodes visuelles;
 - d) observations de la pression, de la température et de l'humidité en altitude, quatre fois par jour si possible, et en tout cas au moins deux fois par jour.
2. Les observations mentionnées au paragraphe 1 ci-dessus seront transmises aux stations côtières appropriées dans les Codes internationaux prescrits.
3. Les observations d'autres navires-stations pourront être reçues et retransmises en vertu des accords nationaux ou bilatéraux.
4. Les observations d'un navire-station seront transmises aux aéronefs sur demande, en langage clair, en code Q ou dans le code international approprié.
5. Les renseignements météorologiques nécessaires aux aéronefs envisageant un atterrissage forcé seront donnés en langage clair ou, si l'on prévoit des difficultés de langue, en code Q. Le message comprendra les éléments suivants, dans l'ordre:

- a) direction du vent à la surface exprimée en degrés;
 - b) vitesse du vent à la surface exprimée en noeuds;
 - c) houle-longueur, hauteur et vitesse des vagues et direction d'où elles viennent;
 - d) état de la mer-longueur, hauteur et vitesse des lames et direction d'où elles viennent;
 - e) visibilité;
 - f) temps présent;
 - g) quantité de nuages bas, et hauteur de leur base (couche principale aussi bien que les nuages bas fragmentés sous celle-ci);
 - h) pression au niveau de la mer;
 - i) remarques.
6. Chacun des gouvernements contractants exploitant un ou plusieurs navires-stations communiquera à tous les autres gouvernements contractants des copies de toutes les observations régulières en surface et en altitude recueillies par tous ces navires.
7. Les statistiques météorologiques et les résumés des observations recueillies par les navires-stations seront présentés sous une forme standard et des exemplaires en seront échangés entre les gouvernements contractants.

B - Services de recherches et de sauvetage

1. Les navires-stations feront partie d'une organisation générale de recherches et de sauvetage, et participeront aux opérations de recherches et de sauvetage conformément aux procédures de l'OACI et aux dispositions de la Convention pour la sauvegarde des vies humaines en mer. A cette fin, ils se tiendront le plus près possible de la position qui leur est assignée; à moins qu'il ne leur soit nécessaire de s'éloigner de cette position en raison d'opérations de recherches et de sauvetage.
2. Les navires-stations aideront, dans toute la mesure du possible, des aéronefs qui auront signalé leur intention d'effectuer un atterrissage forcé près du navire à exécuter cette manœuvre avec succès.
3. Les navires-stations emporteront à leur bord l'équipement de recherches et de sauvetage nécessaire aux sauvetages en mer, et l'équipement médical nécessaire pour secourir les rescapés.
4. L'équipage des navires-stations devra être entraîné au sauvetage en mer.

C - Services de télécommunications

L'équipement de télécommunications installé à bord des navires-stations devra être suffisant pour assurer les fonctions suivantes:

- a) réception des appels de sécurité, de détresse et d'urgence émis par des unités mobiles en l'air ou à la surface;
- b) communications avec les navires ou les aéronefs en cas de détresse, d'urgence ou de sécurité;
- c) communications sur les fréquences régionales de recherches et sauvetage et de lieu des opérations;
- d) communications aéronautiques normales avec les aéronefs;
- e) communications avec les stations côtières.

D – Aides radio à la navigation aérienne

Les navires-stations fourniront, lorsque les circonstances l'exigeront, une aide radio à la navigation aérienne par les moyens suivants:

- a) radiogoniométrie;
- b) radiophare;
- c) radar de recherche micro-ondes.

E – Services accessoires

En plus des services spécifiés aux paragraphes A, B, C, et D ci-dessus, les navires-stations assureront les services accessoires qui pourront s'avérer nécessaires, à condition que ces services n'entraînent pas d'augmentation sensible du personnel et de l'équipement de bord. Ces services accessoires comprennent:

- a) la réception et la retransmission des observations transmises par les navires marchands, lorsque cela est possible;
- b) tout service supplémentaire de contrôle de la circulation aérienne qui pourra être prescrit.

F – Autres services à assurer parallèlement au service des navires-stations

Les Gouvernements contractants s'efforceront de faciliter l'inclusion dans le programme d'observations des navires-stations, de toutes observations scientifiques océanographiques et autres qui pourraient être jugées utiles.

(texto español)

SERVICIOS QUE PRESTARAN LOS BARCOS DE LAS ESTACIONESOCEANICASA. Servicios Meteorológicos

1.

Se harán observaciones meteorológicas en todos los barcos de las estaciones oceanicas de acuerdo con el siguiente programa:

- (a) Observaciones en la superficie, ocho veces al día, las cuales incluirán todos los elementos prescritos por la Organización Meteorológica Internacional para observaciones a bordo.
- (b) Observaciones especiales de los fenómenos meteorológicos y de cambios importantes que puedan ocurrir entre las observaciones regulares.
- (c) Observaciones del viento en las altas capas atmosféricas cuatro veces al día por lo menos, realizadas normalmente por métodos radar. Sin embargo, en el caso de que falle el equipo radar, las observaciones se harán por métodos visuales.
- (d) Observaciones de la presión, temperatura y humedad en las altas capas atmosféricas cuatro veces al día, cuando sea factible, y en todo caso, dos veces al día por lo menos.

2.

Los informes relativos a las observaciones referidas en el párrafo 1 anterior serán transmitidos a las estaciones costeras correspondientes en los códigos internacionales prescritos.

3.

Los informes relativos a las observaciones hechas por otros barcos de estaciones oceánicas podrán recibirse y retransmitirse de conformidad con los acuerdos nacionales o bilaterales.

4.

Los informes relativos a las observaciones hechas por un barco de una estación oceánica se transmitirán a las aeronaves, a petición, en lenguaje corriente, en código Q, o en el código internacional apropiado.

5.

Los informes meteorológicos requeridos por las aeronaves que se propongan realizar un amaraje forzoso se transmitirán en lenguaje corriente, o si se prevén dificultades en cuanto a idiomas, en el Código Q. El informe comprenderá los siguientes elementos en el orden que se indica a continuación:

- (a) Dirección del viento en la superficie en grados.
- (b) Velocidad del viento en la superficie en nudos.
- (c) Longitud de la ola en mar de fondo, altura y velocidad de propagación de las olas y dirección de donde proceden.
- (d) Estado del mar local—longitud, altura y velocidad de propagación de las olas y dirección de donde proceden.
- (e) Visibilidad.
- (f) Estado actual del tiempo.
- (g) Cantidad y altura de la base de las nubes bajas (tanto de la capa principal como de cualesquiera nubes bajas aisladas).
- (h) Presión al nivel del mar..
- (i) Observaciones.

6.

Cada uno de los Gobiernos contratantes encargado de la operación de barcos de estaciones oceánicas suministrará a todos los demás Gobiernos contratantes copias de todas las observaciones meteorológicas regulares de superficie y de las altas capas atmosféricas hechas por dichos barcos.

7.

Se mantendrán en forma unificada registros estadísticos meteorológicos y resúmenes de las observaciones hechas por los barcos de las estaciones oceánicas, y además se intercambiarán copias entre los Gobiernos contratantes.

B. Servicios de búsqueda y salvamento

1.

Los barcos de las estaciones oceánicas formarán parte de la organización general de búsqueda y salvamento, y participarán en las operaciones de búsqueda y salvamento, de acuerdo con los procedimientos de la OACI y los de la Convención Internacional para la Seguridad de la Vida en el Mar. Con este fin permanecerán lo más cerca posible de sus posiciones asignadas, a menos que tengan que abandonar tales posiciones para dedicarse a operaciones de búsqueda y salvamento.

2.

Siempre que sea posible, los barcos de las estaciones oceánicas prestarán ayuda a las aeronaves que hayan notificado su intención de realizar un amaraje forzoso junto al barco, con objeto de llevar a cabo con éxito dicha maniobra.

3.

Los barcos de las estaciones oceánicas llevarán a bordo el equipo de búsqueda y salvamento que sea necesario para efectuar el salvamento en el mar y el equipo médico que sea necesario para prestar auxilio a los sobrevivientes.

4.

Las dotaciones de los barcos de las estaciones oceánicas estarán debidamente instruidas en las operaciones de salvamentos marítimos.

C. Servicios de comunicaciones

El equipo de comunicaciones a bordo de los barcos de las estaciones oceánicas será el adecuado para asegurar:

- (a) La recepción de las señales de seguridad, socorro o emergencia emitidas por unidades móviles aéreas o de superficie.
- (b) La comunicación con buques o aeronaves, con el fin de prestar servicios de socorro, emergencia y seguridad.
- (c) La comunicación con las frecuencias regionales de búsqueda y salvamento, o las empleadas en el lugar de las operaciones.
- (d) La provisión de comunicaciones aeronáuticas móviles normales con las aeronaves.
- (e) La comunicación con estaciones costeras.

D. Ayudas de radionavegación para las aeronaves

Los barcos de las estaciones oceánicas proporcionarán, cuando las circunstancias lo requieran ayudas de radionavegación a las aeronaves por los siguientes medios:

- (a) radiogoniómetro,
- (b) radiofaro,
- (c) radar de exploración de microonda.

E. Servicios accesorios

Además de los servicios mencionados en los párrafos A, B, C y D, los barcos de las estaciones oceánicas prestarán los servicios accesorios que sean necesarios, siempre que la realización de dichos servicios no implique ningún aumento considerable del personal y equipo que obligatoriamente lleven los mismos. Estos servicios accesorios comprenden:

- (a) Recepción y retransmisión de las partes de observaciones de los buques mercantes cuando fuera factible.
- (b) Cualquier función suplementaria para el control del tránsito aéreo que pueda prescribirse.

F. Otros servicios relacionados con la operación de los barcos de las estaciones oceánicas.

Los Gobiernos contratantes harán todo lo posible para incluir en el programa de observaciones de los barcos de las estaciones oceánicas, las observaciones oceanográficas y demás observaciones de carácter científico que estimen convenientes.

INDIA
U. S. EDUCATIONAL FOUNDATION

Agreement and explanatory memorandum signed at New Delhi February 2, 1950; entered into force February 2, 1950. TIAS 2054
Feb. 2, 1950

**AGREEMENT
BETWEEN
THE GOVERNMENT OF INDIA
AND
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA
FOR FINANCING CERTAIN EDUCATIONAL
EXCHANGE PROGRAMS**

**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA
AND THE GOVERNMENT OF THE UNITED STATES OF
AMERICA FOR FINANCING CERTAIN EDUCATIONAL
EXCHANGE PROGRAMS.**

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

Desiring to promote further mutual understanding between the peoples of India and the United States of America by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and

Considering that certain Indian rupees have been received by the Government of the United States of America pursuant to the Agreement between the Government of India and the Government of the United States of America on Settlement of Lend Lease, Reciprocal Aid, Surplus War Property, and Claims, signed May 16, 1946, as modified in accordance with the Indian Independence (International Arrangements) Order of 1947;

Have agreed as follows:

ARTICLE 1

The Foundation.

There shall be established a foundation to be known as the United States Educational Foundation in India (hereinafter designated "the Foundation"), which shall be recognized by the Government of India and the Government of the United States of America as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of the United States of America under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of India and

60 Stat. 754.
50 U. S. C. app.
§ 1641 (b).

60 Stat. 1753.

the United States of America as they relate to the use and expenditures of currencies or credits for currencies for the purposes set forth in the present agreement.

The funds made available by the Government of the United States of America, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of India and the Government of the United States of America for the purpose, as set forth in Section 32(b) of the United States Surplus Property Act of 1944, as amended, of

- (1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in India or of the nationals of India in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or
- (2) furnishing transportation for nationals of India who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement including the following:

Powers of Foundation.

- (1) Receive funds.
- (2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.
- (3) Disburse funds and make grants and advances of funds.
- (4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.

- (5) Plan, adopt, and carry out programs in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended.
- (6) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, residents in India, and institutions of India qualified to participate in the programs in accordance with the aforesaid Act.
- (7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary.
- (8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.
- (9) Engage an Executive Officer, administrative and clerical staff and fix and pay the salaries and wages thereof out of the funds made available.

ARTICLE 3

Expenditures; annual budget.

All commitments, obligations and expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

Membership.

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated "the Board"), four of whom shall be nationals of India and four of whom shall be citizens of the United States of America. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to India (hereinafter designated "the Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The Government of India shall have the power to appoint and remove the nationals of India on the Board. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in India.

The Directors shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment.

Vacancies by reason of resignation, transfer of residence outside India, expiration of service or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The Directors shall serve without compensation but the Foundation is authorized to pay the necessary expenses of the Directors in attending the meetings of the Board.

Expenses.

ARTICLE 5

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

By-laws and committees.

ARTICLE 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Government of India and the Secretary of State of the United States of America.

Annual reports.

ARTICLE 7

The principal office of the Foundation shall be in the capital city of India, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

Principal office, etc.

ARTICLE 8

The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives and the provisions of this agreement. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable. In the event it is found to be impracticable for the Board to engage an Executive Officer, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program.

Executive Officer.

ARTICLE 9

The Secretary of State of the United States of America will make available for expenditure as authorized by the Board currency of the Government of India in an amount not to exceed the equivalent of \$400,000.00 (United States currency) during any single calendar year from Indian currency held in the account of the Treasurer of the United States and available for purposes of this agreement in accord-

Amount for expenditure.

ance with United States law. Such amounts made available shall not be in excess of the budgetary limitation established pursuant to Article 3 of the present Agreement.

ARTICLE 10

Tax exemptions.
Post, p. 390.

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in the territory of India from customs duties, excises, and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all other official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of India.

ARTICLE 11

The Government of India shall extend to citizens of the United States of America residing in India and engaged in educational activities under the auspices of the Foundation such privileges with respect to exemption from taxation, and other burdens affecting the entry, travel, and residence of such persons as are extended to Indian nationals residing in the United States of America engaged in similar activities.

ARTICLE 12

"Secretary of State
of the United States
of America."

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 13

Amendment.

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

ARTICLE 14

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

ARTICLE 15

Entry into force.

The present agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at New Delhi, in duplicate, this second day of February, 1950.

FOR THE GOVERNMENT OF INDIA:

[SEAL]

JAWAHARLAL NEHRU

Jawaharlal Nehru
Prime Minister and
Minister for External Affairs

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL]

LOY W HENDERSON

Loy W. Henderson
Ambassador

**EXPLANATORY MEMORANDUM AS TO THE MANNER IN
WHICH THE GOVERNMENT OF INDIA AGREES TO
IMPLEMENT THE PROVISIONS OF ARTICLES 10 AND 11**

The Government of India desires to inform the Government of the United States of America as to the manner in which it is prepared to give effect to the provisions of Articles 10 and 11 with respect to the granting of exemptions from customs duties, excises and other forms of taxation on furniture, equipment, supplies and other articles intended for the use of the Foundation, and likewise to the exemption from income-tax of the beneficiaries of the fund working in India.

Under the existing laws the Government of India is prevented from granting outright exemption. The Government of India, however, is prepared to make an annual grant to the Foundation of an amount equivalent to the total amount of taxes paid by the Foundation and its participants for customs duties, excises and other forms of taxation, including income-tax, for use as the Foundation sees fit. This modification seems to accomplish the objectives as set forth in Articles 10 and 11.

The procedure outlined in this memorandum for the implementation of Articles 10 and 11 is agreeable to the Government of the United States.

JAWAHARLAL NEHRU

*Jawaharlal Nehru
Prime Minister and
Minister for External Affairs*

LOY W HENDERSON

*Loy W. Henderson
Ambassador*

HONDURAS

EXCHANGE OF OFFICIAL PUBLICATIONS

Agreement superseding the agreement of December 2 and 12, 1940. Effectuated by exchange of notes signed at Tegucigalpa March 1 and 24, 1950; entered into force March 24, 1950.

TIAS 2057
Mar. 1, 24,
1950

The American Chargé d'Affaires ad interim to the Honduran Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 9

TEGUCIGALPA, D. C.; March 1, 1950

EXCELLENCY:

I have the honor to refer to the agreement between the Governments of Honduras and the United States of America relating to the exchange of official publications which was effected by an exchange of notes signed in Tegucigalpa on December 2 and 12, 1940 and to advise Your Excellency that the Government of the United States of America desires, if agreeable to Your Excellency's Government, that a further agreement along the following lines should supersede the one under reference but should not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

54 Stat. 2471.

This new agreement that the United States Government would be pleased to enter into would be in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the trans-

mission of publications of the Government of Honduras shall be the office of exchange of the Ministry of Foreign Affairs.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of Honduras by the Ministry of Foreign Affairs.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Honduras, the Government of the United States of America will consider that this note and Your Excellency's reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of Your Excellency's note in reply.

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

HAROLD E. MONTAMAT
Chargé d'Affaires, a. i.

His Excellency

Dr. J. EDGARDO VALENZUELA,
Minister for Foreign Affairs,
Tegucigalpa, D.C.

The Honduran Minister for Foreign Affairs to the American Chargé d'Affaires ad interim

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

No. 4350.

PALACIO NACIONAL:
Tegucigalpa, D. C., 24 de marzo de 1950.

HONORABLE SEÑOR:

Tengo el honor de acusar recibo a Vuestra Señoría de su atenta nota No. 9, de fecha 1º del mes en curso, relacionada con el oficio No. 789 de 2 de diciembre de 1940, de esta Secretaría, y el No. 300 de 12 de diciembre de 1940, de esa Honorable Embajada, por medio de los cuales se concluyó un acuerdo sobre el intercambio de publicaciones

oficiales entre el Gobierno de Honduras y el de los Estados Unidos de América.

Expresa Vuestra Señoría que su Gobierno desea que el acuerdo entonces concluído sea reemplazado por un nuevo acuerdo, sin que sea éste considerado como modificación de cualquier acuerdo de intercambio existente entre un departamento o agencia de uno de los Gobiernos y un departamento o agencia del otro Gobierno.

El texto del nuevo acuerdo, según la nota No. 9, antes mencionada, contiene las disposiciones siguientes:

1. – Cada uno de los Gobiernos suministrará una copia de cada una de sus publicaciones oficiales que estén indicadas en una lista seleccionada y preparada por el otro Gobierno y trasmisida por medio de la vía diplomática inmediatamente después de la conclusión del presente acuerdo. La lista de las publicaciones seleccionada por cada uno de los Gobiernos puede ser revisada de vez en cuando y extendida, sin necesidad de posteriores negociaciones, para incluir cualquier otra publicación oficial del otro Gobierno no especificada en la lista, o publicaciones de oficinas nuevas que el otro Gobierno pudiera establecer en el futuro.

2. – La oficina de intercambio oficial para la trasmisión de las publicaciones del Gobierno de los Estados Unidos de América será la Smithsonian Institution; siendo la del Gobierno de Honduras la oficina de intercambio del Ministerio de Relaciones Exteriores.

3. – Las publicaciones se recibirán en favor del Gobierno de los Estados Unidos de América por medio de la Biblioteca del Congreso y en favor de Honduras por intermedio del Ministerio de Relaciones Exteriores.

4. – El presente acuerdo no obliga a ninguno de los Gobiernos a suministrar blancos o formularios y circulares que no sean de carácter público o publicaciones confidenciales.

5. – Cada uno de los Gobiernos soportará todos los gastos, inclusive postales, de ferrocarril y barco que resultasen como consecuencia del presehnte acuerdo en conexión con el transporte dentro de su propio país de las publicaciones de ambos Gobiernos y del transporte de sus propias publicaciones a un puerto o a otro lugar adecuado razonablemente conveniente a la oficina de intercambio del otro Gobierno.

Concluye Vuestra Señoría manifestando, que después de recibir la contestación de esta Secretaría comunicando que las anteriores disposiciones son aceptables a mi Gobierno, considerará el Gobierno de los Estados Unidos que tanto su nota, como la respuesta de esta Cancillería constituyen un acuerdo sobre este asunto entre los dos Gobiernos, entrando éste en vigor a partir de la fecha de esta nota en respuesta.

En contestación me es grato comunicar a Vuestra Señoría que el Gobierno de Honduras acepta el nuevo acuerdo en los términos expuestos, entrando en vigencia desde esta fecha, al tenor de la nota que tengo el honor de contestar.

Aprovecho la oportunidad para renovar a Vuestra Señoría el testimonio de mi aprecio y consideración,

J. E. VALENZUELA.
J. E. Valenzuela

Honorable Señor HAROLD E. MONTAMAT,
*Encargado de Negocios a. i. de los Estados Unidos
de Norteamérica.
Embajada Americana.
Ciudad.*

Translation

MINISTRY OF FOREIGN AFFAIRS
OF THE
REPUBLIC OF HONDURAS

NATIONAL PALACE

No. 4350.

Tegucigalpa, D. C., March 24, 1950.

SIR:

I have the honor to acknowledge receipt of your note No. 9, dated the 1st of this month, relative to this Ministry's communication No. 789 of December 2, 1940, and your Embassy's note No. 300 of December 12, 1940, by which an agreement was concluded on the exchange of official publications between the Governments of Honduras and of the United States of America.

You state that your Government desires that the agreement then concluded be superseded by a new one, which should not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

According to the aforesaid note No. 9, the text of the new agreement contains the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels immediately subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the

necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Honduras shall be the office of exchange of the Ministry of Foreign Affairs.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of Honduras by the Ministry of Foreign Affairs.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

You conclude by stating that upon receipt of this Ministry's reply indicating that the foregoing provisions are acceptable to my Government, the Government of the United States will consider that your note and this Ministry's reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note in reply.

In reply I am pleased to inform you that the Government of Honduras accepts the new agreement in the terms set forth, which, according to the note to which I have the honor of replying, enters into force as of this date.

I avail myself of this opportunity to renew to you the assurances of my esteem and consideration.

J. E. VALENZUELA.

J. E. Valenzuela

The Honorable HAROLD E. MONTAMAT,
*Charge d'Affaires ad interim of the United
States of America.
American Embassy.
City.*

SWITZERLAND

EXCHANGE OF OFFICIAL PUBLICATIONS

TIAS 2058
Jan. 5 and
Feb. 24, 1950

Agreement effected by exchange of notes signed at Washington January 5 and February 24, 1950; entered into force February 24, 1950.

The Swiss Minister to the Secretary of State

LEGATION OF SWITZERLAND
WASHINGTON 8, D. C.

JANUARY 5, 1950

SIR:

I have the honor to refer to the conversations which have taken place between representatives of the Government of Switzerland and representatives of the Government of the United States of America in regard to the exchange of official publications, and to inform you that the Government of Switzerland agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of Switzerland shall be the Swiss Federal Chancery. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution.
3. The publications shall be received on behalf of Switzerland by the Swiss Parliamentary Library and on behalf of the United States of America by the Library of Congress.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

Jan. 5, 1950
Feb. 24, 1950

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government. The port of entry will be Antwerp for the publications coming from the United States of America, and New York for the publications coming from Switzerland.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government or of any existing exchange agreement to which the two Governments are now parties or adherents.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the United States of America, the Government of Switzerland will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

CHARLES BRUGGMANN

The Honorable
DEAN G. ACHESON
Secretary of State

The Secretary of State to the Swiss Minister

DEPARTMENT OF STATE
WASHINGTON
Feb 24 1950

SIR:

With reference to your note of January 5, 1950, and to conversations between representatives of the Government of the United States of America and representatives of the Government of Switzerland in regard to the exchange of official publications, I have the honor to inform you that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list

prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of Switzerland shall be the Swiss Federal Chancery. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution.

3. The publications shall be received on behalf of Switzerland by the Swiss Parliamentary Library and on behalf of the United States of America by the Library of Congress.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government. The port of entry will be Antwerp for the publications coming from the United States of America, and New York for the publications coming from Switzerland.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government or of any existing exchange agreement to which the two Governments are now parties or adherents.

The Government of the United States of America considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

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

DEAN ACHESON

The Honorable

CHARLES BRUGGMANN,
Minister of Switzerland.

KOREA

U. S. EDUCATIONAL COMMISSION

Agreement signed at Seoul, April 28, 1950; entered into force April 28, 1950.

TIAS 2059
Apr. 28, 1950

AGREEMENT BETWEEN THE GOVERNMENT
OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE
REPUBLIC OF KOREA FOR
FINANCING CERTAIN EDUCATIONAL
EXCHANGE PROGRAMS

The Government of the United States of America and the Government of the Republic of Korea;

Desiring to promote further mutual understanding between the peoples of the United States of America and the Republic of Korea through educational contacts;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government, acquired as a result of surplus property disposals, for certain educational activities; and

Considering that Article IX C of the Agreement between the United States and the Republic of Korea on Initial Financial and Property Settle-

教育交換計劃에 대한
資金供給을 為한 美國
政府와 大韓民國政府間의
協定

美國政府와 大韓民國政
府간

教育的接觸을 통한 美國
과 民間과 大韓民國과 民間의
相互理解을 한層促進하려
는 意圖下에

美國第七十九次國會公
法第五八四號에 依하에
修正된 一九四四年美國剩
餘財產法第三十二條(D)
項에 美國之務長官은
外國政府와 지정된 財
產을 處分하여 獲得한
外國政府의 通貨와 金錢債權을
一定한 教育活動에 使用하
는 間하여 協定을 締結할 수 있
고 规定되어 있음을 考慮하
고

60 Stat. 754.
50 U. S. C. app.
§ 1641 (b).

一九四八年九月十一日
서울에서署名된 最初의
財政及財產決算에 関한
美國와 韓國間의 協定

ment signed at Seoul on September 11,
1948 (hereinafter designated "the

The Settlement Agreement provides that Korean currency received by the Government of the United States of America under the Settlement Agreement may be used, among other things, for such educational programs as may be mutually agreed upon by the two governments;

Have agreed as follows:

Article 1

The Commission.

There shall be established a Commission to be known as the United States Educational Commission in Korea (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of the Republic of Korea as an organization created and established to facilitate the administration of the program to be financed by funds made available by the Government of the Republic of Korea under the terms of the Settlement Agreement.

62 Stat., pt. 3, p. 3422. ment and the present agreement. Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the

兹叫左外如司協定合吸斗

第一條

團) 告哭員定民基拂易引協呂員定赴內外地諸
員益團府委協本韓斗支容設本委規為榷課及
委稱員政該本韓斗支是創斗定該什是債閑法
教育委及大給金營由赴規是的錢叫內是
國府定叶給金營由赴規是的錢叫內是
美政協計資運計定叫正目出國限
國團斗國算依才件以爲認條計協請金支斗制
美員補赴民次叫府互劃計互三外本斗哭及國斗
韓委正赴民次叫府互劃計互三外本斗哭及國斗
駐下斗置韓乞項政一計計構第除之斗貨用美法
以計設大團條國金是計機定是團到通使七方

purposes set forth in the present agreement. The funds shall be regarded in the Republic of Korea as property of a foreign government. The funds made available under the present agreement within the conditions and limitations hereinafter set forth, shall be placed at the disposal of the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of the Republic of Korea for the purpose, as set forth in Section 32(b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Korea or of the citizens of Korea in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

第七條 基金及大韓民國에 있거나 또는 외국政府의 재산으로看着被让斗本協定에 의한 제한 및 조건에 따라 그 사용 및 利用을 수 있게 되는 基金은 改正된 一九四四年 美國剩餘財產法 第三十二條(P)項에 規定된 바와 같이 左記目的의 是為 由 쓰나 五美國政府이 合意한 대韓民國政府의 依其他の 機構의處分에 由 金斗

(1) 韓國內의 學校及高等教育機關에 있거나 美國市民의 또는 美國市民을 有한 또는 美國本王斗外이, 알리스카(알류-산리우-진리우)를 包含하는 모-토리고 및 버-진리우以外에 所在한 美國學校及高等教育機關에 있거나 美國市民이 研究調査敎授其他敎育活動에 對斗叶旅費敎業料生活費其他學究的活動에 隨伴斗는諸費用을 包含하는 資金을 支援하는 것 또는

(2) furnishing transportation for citizens of Korea who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

Article 2

Powers of Commission.

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement including the following:

(1) Plan, adopt, and carry out programs, in accordance with the purposes of Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.

(2) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Korea,

(2) 美國本土과 외국
라스가 (暨另一些列島를
乞食狀) 및 토리코(과)에
列島內叫所在과는 미국
學校及高等教育機關에
留學과는 미국市
民에 대하여工의 留學이
美國市民의 该學校及高等
教育機關에 在學할機會를
剥夺하지 않는境遇에旅費를
支給하는것

第二條

該委員團之記目的是
助成하기為 하여本協定에
由本協定의目的達成에
よる左記權限을乞食
한 모든 權限을行使하는것

(1) 改正到一九四四年
美國剩餘財產法第三十
二條(B)項由本協定의目的
의에 따라計劃을企劃하
고擇擇하고 實施하는것

(2) 改正到一九四四年
美國剩餘財產法에規定
된 外國獎學金理事會에對
하여韓國에 居住한學生、
教授、研究者 및 前記法令

and institutions of Korea qualified to participate in the program in accordance with the aforesaid Act.

(3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of this agreement.

(4) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State and he shall deposit funds received in a depository or depositories designated by the Secretary of State.

(5) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present agreement.

(6) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.

에依據하여 본計劃에參與
할資格을 가진 韓國教育
機關은 誰為한나

(3) 前記外國獎學金理事會에對하여 本協定의 目的達成에 要する 正認定耳. 之該計劃參與者選拔은 为 甚資格을建議耳. 것

(4) 该委員團이 會計役伍에 该委員團이 指定耳. 之其他人에對하여 该委員團이 會計役伍에 指定耳. 且其他人이 會計役伍에 指定耳. 且預金을 資金을 領收耳. 且權限을 賦與耳. 且會計役伍이 指定人이 任命된 國務長官이 承認耳. 且由 朴同工이 領收 資金이 國務長官이 指定한 保管所에 以上預金을 交付耳. 且

(5) 本協定의 認定耳. 之目的는 為 資金支出補助金을 支給耳. 資金貸付를 認可耳. 且

(6) 美國 國務長官이 選定한 會計檢查官이 指示에 依하여 该委員團會計役伍이 會計를 定期的으로 監查耳. 且

(7) Engage an Executive Officer, administrative and clerical staff and fix and pay the salaries and wages thereof out of funds made available under the agreement.

(7) 常務執行役一人斗所要職員을僱傭하되本協定下에使用할 수 있는資金을付出하되其資金을決定하되支拂하는 것

Article 3

Expenditures; annual budget.

All commitments, obligations, and expenditures authorized by the Commission shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

該委員團叫做依本契約認可된 험무契約債務 및支出의 美國國務長官이規定하되規定에 따라 국務長官이承認하되 年例豫算에 準據하되하여야 한다.

Article 4

Membership.

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Korea. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Korea (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission. He shall cast the deciding vote in the event of a tie vote by the Commission and shall appoint the Chairman of the Commission. The Chairman as a regular member of the Commission shall have the right to vote. The Chief of Mission shall have the power to

委員團은 八名의 委員으로構成하되 韓國市民四名으로한斗 二以外에 駐韓美國外交使節團首席責任官吏(以下使節團長이하補充)가 名譽議長이 되며, 使節團長은 委員團의 葉決에 있어 行可否에 同票을 낸 때는 決定票를 投票하되 委員團議長은 任命한斗、 使節團長은 委員團正委員으로 投票할 權限斗委員團美國側委員은 任命及罷免할 權限이 있으되其中最少限二名은 駐韓美國外交機關의 官吏로 任命한다.

第三條

該委員團叫做依本契約認可된 험무契約債務 및支出의 美國國務長官이规定하되规定에 따라 국務長官이承認하되 年例豫算에 準據하되하여야 한다.

第四條

Chief of Mission.

appoint and remove the citizens of the United States of America on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in Korea.

The Government of Korea shall have the power to appoint and remove the citizens of Korea on the Commission.

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

The members shall serve without compensation but the Commission is authorized to pay the necessary expenses of the members in attending the meetings of the Commission and in performing other official duties assigned by the Commission.

Article 5

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

Article 6

Reports acceptable in form and content to the Secretary of State of the

韓國政府는委員團韓國側委員을任命及罷免할權限을 가진다

委員團委員의任期는任命日부터同年十二月三十一日까지로 하여再任할수 있다. 辞任、韓國으로부터의移住、任期滿了其他理由로 인한空席은本條項에規定된任命節次에依하여補充한다.

委员團은報酬를 받지 않으나委員團은委員들에게委員團會議에出席하거나、委員團에依하여指示된公務을遂行함에必要な費用을支出할수 있다

第五條
委員團은委員事務處理上必要할 경우에認定할
시附則에採擇하여委員會의設置를 할수 있다

By-laws and committees.

第六條
委員團은委員團活動에
關하여美國外務長官이満

Annual report.

United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of the Republic of Korea.

Article 7

Principal office, etc.

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

Article 8

Deposits by Republic of Korea.

The Government of the Republic of Korea shall, as and when requested by the Government of the United States of America for purposes of this agreement, deposit in an account of the Treasurer of the United States of America in Korea, amounts of currency of the Government of the Republic of Korea up to an aggregate amount equivalent to \$2,000,000 (United States currency) provided, however, that in no event shall a total amount of the currency of the Government of the Republic of

第七條

韓及團叫做又員活
大團員叫做部委叫做
本員委叫做催幹叫做
本員委叫做開團叫做
本員會叫做員叫做
本員會叫做決委叫做
本員會叫做時員叫做
本員會叫做首員叫做
本員會叫做國員叫做
本員會叫做民員叫做

第八條

本美尙韓總該指預如個民美尙
乞赴有駐定叫而加州但一韓當
府烏請叫斗計美達貨斗互亡計叫
政是要求叫官席叫通昨遇列總席
國的斗此務萬額國叫入斗萬
民目府亡財百金民并境預貨十
韓斗政叫國二赴韓是也間通四
大定政叫國二赴韓是也間通四
協國畊美煩當大金何年國貨

Korea, in excess of the equivalent of \$400,000 (United States currency) be deposited during any single calendar year. The rate of exchange between currency of the Government of the Republic of Korea and United States currency to be used in determining the amount of currency of the Government of the Republic of Korea to be so deposited shall be calculated in accordance with provisions of Article IX, paragraph F. of the Settlement Agreement.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of the Government of the Republic of Korea in such amounts as may be required for the purposes of this agreement but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

Article 9

The Government of the Republic of Korea shall extend to citizens of the United States residing in Korea and engaged in educational activities under the auspices of the Commission such privileges with respect to exemption from taxation and other burdens affecting

金額을超過치 못한斗
이外감이預入된大韓民
國通貨額을決定하는
데使用할大韓民國通
貨斗美國通貨間換
算率을決算協定第九
條「比項의規定에
의由計算한斗

美國之務長官은大韓
民國通貨를委員團이承
認한費用에쓰게되此
는本協定目的을為하여
必要한金額程度내에付
할것이如何한境遇에
互本協定第三條에作底
豫算에制限을超過치
못한斗

第九條

大韓民國政府이韓國에
居住하게本委員團이後援
하고教育活動에從事하는
美國市民에게美國에居
住하게同様의活動에從
事하고韓國《民에게附與
되는것과同一한稅金이

Tax exemptions, etc.

the entry, travel, and residence of such persons, as are extended to Korean citizens residing in the United States of America engaged in similar activities.

Article 10

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

Article 11

"Secretary of State of the United States of America".

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Article 12

Amendment.

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

Article 13

Entry into force.

The present agreement shall come into force upon the date of signature.

入國、旅行、居住의 면역 및 권리
과 함께 대한민국 정부는
미국인과 같은 활동을 하는 미국
시민과 미국에 거주하는 한국인
에게 같은 혜택을 부여할 것을
약정합니다.

第十條

美國政府과 대韓民國
정부는 본 협정에 의하여
각국 국민과 미국인 간의
교류를 촉진하고 협력하는
방법을 확정하는 한편
협정에 따른 문제를 해결
하기 위한 조치를 강화합니다.

第十一條

本協定에 사용되는
미국 국무장관이나 그
대리인은 미국 국무장관
나 그 직위를 가진 미국
정부 고위 관료나 직원을
의미합니다.

第十二條

本協定은 미국 정부
와 대韓民國 정부 간에
외교 문서로 교환되는
방법으로 개정할 수 있습니다.

第十三條

本協定은 서명일
부터 유통되는 날부터
제정됩니다.

IN WITNESS WHEREOF the undersigned,
being duly authorized thereto by their
respective Governments, have signed the
present agreement.

DONE in duplicate, in the English
and Korean languages, at Seoul, Korea,
on this 28th day of April 1950. The Eng-
lish and Korean texts shall have equal
force, but in the case of divergence,
the English text shall prevail.

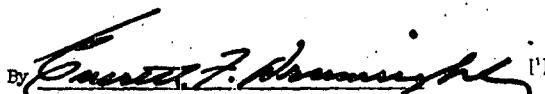
以上を證하기 위하여
左記署名人之本協定
에署名하였다.

本協定文是一九五〇
年四月 日韓國서울에서
韓國文及英文으로二通
을作成致斗。韓國本文及
英文은同一의效力를有하나相異
가有할 때에는英文에依한다

Prevailing text.

For the Government of the United
States of America:

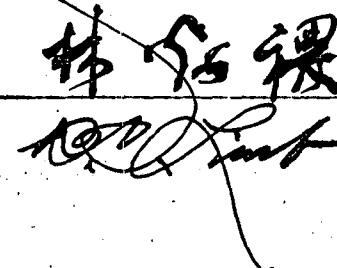
美國政府
代表

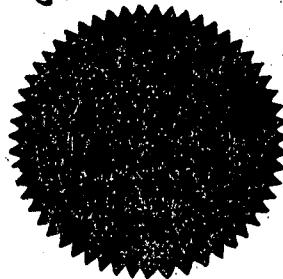
By 

For the Government of the Republic
of Korea:

大韓民國政府
代表

By


林炳烈



¹Everett F. Drumright.
²B. C. Limb.

PHILIPPINES AIR SERVICE FACILITIES

Agreement signed at Baguio March 16, 1950; entered into force March 16, 1950. And exchange of notes signed at Baguio March 16, 1950, and at Manila March 21, 1950.

AIR SERVICE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES

WHEREAS, the Government of the United States of America has, pursuant to the Philippine Rehabilitation Act of April 30, 1946 (60 Stat. 128), made available to the Government of the Republic of the Philippines certain communications, air navigation, and meteorological facilities which have been or are to be installed for the purpose *inter alia* of facilitating international civil aviation, and

WHEREAS, the Philippine Property Act of July 3, 1946 (60 Stat. 418) authorizes the President of the United States of America, in his discretion and under such terms and conditions as he may deem appropriate, to transfer to the Republic of the Philippines any or all of the right, title, and interest of the Government of the United States of America or its agencies or its instrumentalities to any or all real or personal property within the Philippines vested in such agencies or instrumentalities.

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement as follows:

Transfer of title, installations and equipment.

1. The Government of the United States of America shall formally transfer to the Government of the Republic of the Philippines title to certain of the communications, air navigation, and meteorological facilities which the Government of the United States of America has installed in the Philippines, and to such additional equipment of this nature as the Government of the United States of America may determine to provide pursuant to the Philippine Rehabilitation Act of 1946. Pending formal transfer, the Government of the United States of America will, from time to time, transfer custody and control of various items subject to this Agreement to the Government of the Republic of the Philippines by means of memoranda receipts to be executed by representatives of the Government of the United States of America and the Government of the Republic of the Philippines.

2. The Government of the Republic of the Philippines shall:

- (a) Operate and maintain the facilities transferred to it in accordance with Article 1 of this Agreement in a manner adequate to meet the requirements of air traffic into and away from aerodromes at which the facilities are located and along international air routes converging on those aerodromes.
- (b) Continue the operation of all types of such facilities at their present locations or at new locations agreed upon by representatives of the Government of the United States of America and the Government of the Republic of the Philippines until either such facilities are replaced by new facilities installed in accordance with the standards and recommendations of the International Civil Aviation Organization, or it is determined by the Government of the United States of America and the Government of the Republic of the Philippines that there is no longer a need for the original facilities.
- (c) Devote the use of the aeronautical and allied facilities transferred to it by the Government of the United States of America exclusively to aeronautical and meteorological services.
- (d) Provide the full service of all facilities transferred to it by the Government of the United States of America to all United States state and civil aircraft on the same basis as such service is provided to similar aircraft of the Republic of the Philippines. Charges, if any, will be made only for non-operational messages and landing and associated fees of civil aircraft until such time as an international agreement on charges has been promulgated by the International Civil Aviation Organization and agreed to by the Government of the United States of America and the Government of the Republic of the Philippines, after which charges will be made by the Government of the Republic of the Philippines in accordance with the provisions of that agreement.
- (e) Make available the established aeronautical communications facilities for the collection and transmission of weather information.
- (f) Utilize for air-ground and control tower communications the radio frequencies allocated for the purpose on the basis of International Telecommunications Regulations and in accordance with the frequency utilization arrangements formulated by the International Civil Aviation Organization.

3. For the life of this agreement, subject to the concurrence of the Government of the Republic of the Philippines, and, subject to the

Obligations of the
Republic of the Phil-
ippines.⁴

Technical advisers.

availability of funds and personnel, the Government of the United States of America may provide the services, on a non-reimbursable basis, of one or more technical advisers to assist the agency designated by the Government of the Republic of the Philippines in the operation of the facilities transferred to it by the Government of the United States of America.

*Entry into force;
duration; extension.*

4. This agreement will come into force on the day it is signed, and shall continue in effect for a period of five years; provided, however, that this agreement may be extended with the approval of both parties for additional periods of five years each, effected by an exchange of notes between the two contracting parties.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Baguio this 16th day of March, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

MYRON M COWEN

Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of the Philippines.

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

ELPIDIO QUIRINO.

President of the Philippines.

*The Philippine Secretary of Foreign Affairs [1] to the American
Ambassador*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

09924

BAGUIO, March 16, 1950

EXCELLENCY:

I have the honor to state that, in signing today the Air Service Agreement between the Government of the Republic of the Philippines and the Government of the United States of America, the understanding of my Government is that the formal conveyance of title to all the facilities transferred thereunder is effected by the delivery to and acceptance by authorized Philippine officials of property invoices covering the items described therein.

I will appreciate being advised of the concurrence of Your Government to the understanding set forth above.

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

ELPIDIO QUIRINO.

His Excellency

MYRON M. COWEN

*Ambassador of the United States of America
Manila*

*The American Ambassador to the Philippine Secretary of Foreign
Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA,

Manila, March 21, 1950.

No. 0819

EXCELLENCY:

I have the honor to acknowledge your note No. 09924 dated March 16, 1950 regarding the signing of the Air Service Agreement between the Government of the United States of America and the Government of the Republic of the Philippines, and to state that the understanding of the Philippine Government that the formal conveyance of title to all the facilities transferred thereunder is effected by the delivery to and the acceptance by authorized Philippine officials of property invoices covering the items described therein is concurred in by my Government.

¹ At the time the notes were exchanged, the President of the Philippines was also Secretary of Foreign Affairs.

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

MYRON M. COWEN

His Excellency

ELPIDIO QUIRINO,

*Secretary of Foreign Affairs,
Republic of the Philippines.*

IRAN

MILITARY MISSION TO IRAN

Agreement revising and extending the agreement of October 6, 1947. Effectuated by exchange of notes dated at Tehran November 28, 1949, and January 10, 1950; entered into force January 10, 1950, operative from March 20, 1950.

TIAS 2068
Nov. 28, 1949,
and Jan. 10, 1950

The American Embassy to the Iranian Ministry of Foreign Affairs

AMERICAN EMBASSY
Tehran, Iran, November 28, 1949.

No. 1396

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Government of Iran and has the honor to refer to the latter's Note No. 4733 of Sharivar 29, 1328 (September 20, 1949) [¹] indicating the desire of the Imperial Government to extend for one year the agreement for the employment of the American Advisory Mission to the Imperial Ministry of War. [²]

61 Stat., pt. 3, p. 2306

The Embassy has been instructed to indicate that the United States Government is willing to extend this agreement without change in terms. However, the recent establishment of the United States Department of Defense (which exercises in part the authority formerly invested in the War Department) and the creation of the Air Force Department make it necessary to provide for certain slight changes in wording to comply with the legal provisions governing the structure of the United States Government at the present time.

Accordingly, it is requested that when the existing agreement is extended, the following revisions of the text be made:

1. In the Preamble, after the word "Army" insert the words "and United States Air Force." The Preamble would then read as follows:

"In conformity with the request of the Government of Iran to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army and United States Air Force to constitute a military mission to Iran under the conditions specified below."

^¹ Not printed.

^² Signed Oct. 6, 1947.

2. In Article 5 delete the word "initially" and after the word "Army" insert the words "and United States Air Force." Also in Article 5 delete the phrase "War Department" both times that it occurs and each time insert in its place the phrase "Department of Defense." Article 5 would then read as follows:

"The Mission shall consist of such numbers of personnel of the United States Army and United States Air Force as may be agreed upon by the Minister of War of Iran through his authorized representative in Washington and by the Department of Defense of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of Iran or his authorized representative and by the Department of Defense of the United States of America or its authorized representative."

3. In Article 10 after the phrase "United States Army" both times it occurs, insert the phrase "or United States Air Force." Article 10 would then read as follows:

"Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army or United States Air Force but shall have precedence over all Iranian Army officers of the same rank. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Iranian Army provide for officers of corresponding rank of the Iranian Army. Members of the Mission shall wear the United States Army or United States Air Force uniform with a shoulder sleeve insignia indicating service with the Iranian Army."

4. In Article 19 delete the phrase "War Department" and insert in its place the phrase "Department of Defense." Also in Article 19 change the phrase "one United States Army Aircraft" to read "one United States Air Force Aircraft." Article 19 would then read as follows:

"In addition to the United States Government transportation available to the Mission, the Government of Iran shall place other means of transportation (vehicle and aircraft) at the disposal of the Mission, when deemed necessary for the performance of official duties and will provide one third of the gasoline and oils required for the United States Government vehicles at the disposal of the Mission, as determined by the Chief of the Mission. The number and type of United States Government vehicles shall be determined by the Department of Defense of the United States of America and authority is granted for the entry and exit from Iran, in accordance with the existing law, of one United States

Air Force Aircraft with crew as considered necessary by the Chief of the Mission, in the performance of official duties, provided that the Chief of the Mission previously informs the Iranian authorities concerned of the matter according to existing rules and regulations of Iran. All the United States Government vehicles placed at the disposal of the Mission for operation within Iran will be subject to the laws of Iran."

It is hoped that these changes will meet with the approval of the Imperial Government of Iran and that the existing agreement may be extended with the modifications indicated.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Imperial Government of Iran the assurances of its highest consideration.

JOHN C. WILEY

THE IMPERIAL MINISTRY OF FOREIGN AFFAIRS,

Tehran, Iran.

The Iranian Ministry of Foreign Affairs to the American Embassy

شماره ۷۴۰۷
تاریخ ۱۳۲۸ / ۱۰ / ۲۰

وزارت امور خارجهپادشاهی

وزارت امور خارجه نایا هنشاہی با اظهار تعارفات خود بسناارتکبرای کشورهای متحده آمریکا و مطف بیارداد است شماره (۱۳۹۶) موخر ۲۸ نوامبر ۱۹۴۹ (هفتم آذرماه ۱۳۲۸) آنسناارتکبرای راجع به تهدید قرارداد استخدام هیئت مستشاران آمریکائی در وزارتچنگ نایا هنشاہی محترماً اشعار میدارد.
بطوریکه شفاهای با استحضار آنسناارتکبرای رسیده است مقامات سر بو طه دولت نایا هنشاہی با تهدید قرارداد نایموده برای مدت یکسال دیگر از تاریخ ۱۳۲۸ آسفندماه ۱۳۲۹ (۲۰ مارس ۱۹۵۰ نا ۲۰ مارس ۱۹۵۱) و در عنایون جدید مؤسسان مربوطه کشورهای متحده آمریکا بجای عنایون سابق بقیم که در پیادداشت نوی الذکر آنسناارتکبرای ذکر گردیده است موافقت خودشان را اعلام میدارند وزارت امور خارجه نایا هنشاہی از آنسناارتکبرای خواهشمند است مراتب را با استحضار مقامات مربوطه کشورهای متحده برسانند.



سناارتکبرای کشورهای متحده آمریکا
تهران

Nov. 28, 1949
Jan. 10, 1950*Translation*

Date of Note: JAN. 10, 1950 (DEIMAH 20, 1328)

From: The Iranian Ministry of Foreign Affairs

Number: 7407

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and with reference to the Embassy's note No. 1396 dated November 28, 1949 (Azar 7, 1328), concerning the extension of the agreement for the employment of the American Advisory Mission in the Imperial Ministry of War, has the honor to state that, as the Embassy has been orally informed, the Imperial Government authorities concerned announce their accord with the extension of the said agreement for the period of another year from March 20, 1950, to March 20, 1951 (Esfand 29, 1328 to Esfand 29, 1329), and agree to the insertion of the new titles of the appropriate establishments of the United States of America in place of the former titles as mentioned in the above-mentioned note of the Embassy. The Imperial Ministry of Foreign Affairs requests the Embassy to be so kind as to inform the proper United States authorities in the premises.

MINISTRY OF FOREIGN AFFAIRS

To THE EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

IRAN

MUTUAL DEFENSE ASSISTANCE

TIAS 2071
May 23, 1950

Agreement effected by exchange of notes signed at Washington May 23, 1950; entered into force May 23, 1950.

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

DEPARTMENT OF STATE

WASHINGTON

May 23, 1950

SIR:

I refer to the conversations which have recently taken place between the representatives of our two Governments concerning the transfer of military assistance by the Government of the United States of America to the Government of Iran pursuant to Public Law 329, Eighty-first Congress of the United States of America, and to confirm the understandings reached as a result of those conversations as follows:

Assistance.

59 Stat. 1031.

Use of assistance.

Non-transfer of
equipment, materials,
etc.

1. The Government of the United States of America, recognizing this principle that economic recovery is essential to international peace and security and must be given clear priority, undertakes to make or continue to make available to the Government of Iran on a grant basis such equipment, materials and services as the Government of the United States of America may authorize. The furnishing of any such assistance as may be authorized pursuant hereto shall be consistent with the Charter of the United Nations and shall be subject to all of the applicable terms and conditions and termination provisions of the Mutual Defense Assistance Act of 1949 and such other applicable laws of the United States of America relating to the transfer of military assistance. The two governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Iran undertakes to make effective use of assistance received pursuant to paragraph 1 for the purposes for which such assistance was furnished and will not devote such assistance to purposes other than those for which it was furnished in accordance with these understandings.

3. In the common security interest of both governments, the Government of Iran undertakes not to transfer to any person not an officer or agent of such government or to any other nation title to or posses-

sion of any equipment, materials or services received on a grant basis pursuant to paragraph 1, without the prior consent of the Government of the United States of America.

4. The Government of Iran, after giving due consideration to reasonable requirements for domestic use and commercial export of Iran, which are to be determined by the Iranian Government itself, agrees to facilitate the production, transport, export 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 to the value, method of payment, et cetera, 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 Iran.

5. (A) The Government of Iran will take appropriate measures which are not inconsistent with security and the interests of the country to keep the public informed of operations pursuant to these understandings.

(B) 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 materials, services or information furnished by the other government pursuant to these understandings.

6. The Government of Iran, except as may otherwise be agreed between the two governments, shall grant duty-free treatment and exemption from internal taxation on importation or exportation to products, property, materials or equipment imported into its territory in connection with this understanding.

7. The Government of Iran agrees to receive technical personnel of the Government of the United States of America who will discharge in its territory the responsibilities of the Government of the United States of America for implementing the provisions of these understandings and to accord them necessary facilities to observe the progress of assistance furnished thereto.

8. The two governments will, upon request to either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, material or services furnished pursuant to paragraph 1. In such negotiations, this point shall be considered: that each government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any third country.

9. The two governments will, upon the request of either of them, consult regarding any matter relating to the application of these

Raw and semi-processed materials.

Information to public.

Security.

Exemption from taxation.

Personnel.

Patent, etc., claims.

Consultation.

understandings or to operations or arrangements carried out pursuant to these understandings.

10. Nothing herein shall be construed to alter, amend or otherwise modify the agreements between the United States of America and Iran, signed at Tehran November 27, 1943, and October 6, 1947, as amended or extended.

<sup>57 Stat. 1262; 61
Stat., pt. 3, p. 3306; 62
Stat., pt. 3, p. 3843; 63
Stat., pt. 3, p. 2430.
Ante, p. 415.</sup>

I propose that, if these understandings meet with the approval of the Government of Iran, this note and your note concurring therein will be considered as confirming these understandings, effective on the date of your note and thereafter until one year after the date of receipt by either Government of a notification in writing of the intention of the other Government to terminate these understandings.

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

JAMES E. WEBB
Acting Secretary of State
of the
United States of America

Mr. GHOLAM ABBAS ARAM,
Chargé d'Affaires ad interim of Iran.

*The Iranian Chargé d'Affaires ad interim to the Acting Secretary
of State*

IRANIAN EMBASSY
WASHINGTON, D. C.

MAY 23, 1950

EXCELLENCY,

Ante, p. 420.

I have the honor to acknowledge the receipt of Your Excellency's note dated May 23, 1950 and, upon the instructions of my Government, to draw your attention to the conversations which have recently taken place between the representatives of our two Governments concerning the transfer of military assistance by the Government of the United States of America to the Government of Iran pursuant to Public Law 329, 81st Congress of the United States of America and to confirm the understandings reached as a result of those conversations as follows:

1. The Government of the United States of America, recognizing this principle that economic recovery is essential to international peace and security and must be given clear priority, undertakes to make or continue to make available to the Government of Iran on a grant basis such equipment, materials and services as the Government of the United States of America may authorize. The furnishing of any such assistance as may be authorized pursuant hereto shall be consistent

with the Charter of the United Nations and shall be subject to all of the applicable terms and conditions and termination provisions of the Mutual Defense Assistance Act of 1949 and such other applicable laws of the United States of America relating to the transfer of military assistance. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Iran undertakes to make effective use of assistance received pursuant to paragraph one for the purposes for which such assistance was furnished and will not devote such assistance to purposes other than those for which it was furnished in accordance with these understandings.

3. In the common security interest of both Governments, the Government of Iran undertakes not to transfer to any person not an officer or agent of such Government or to any other nation title to or possession of any equipment, materials or services received on a grant basis pursuant to paragraph one, without the prior consent of the Government of the United States of America.

4. The Government of Iran, after giving due consideration to reasonable requirements for domestic use and commercial export of Iran, which are to be determined by the Iranian Government itself, agrees to facilitate the production, transport, export 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 to the value, method of payment, etc., 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 Iran.

5. (A) The Government of Iran will take appropriate measures which are not inconsistent with security and the interests of the country to keep the public informed of operations pursuant to these understandings.

(B) 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 materials, services or information furnished by the other Government pursuant to these understandings.

6. The Government of Iran, except as may otherwise be agreed between the two Governments, shall grant duty-free treatment and exemption from internal taxation on importation or exportation to products, property, materials or equipment imported into its territory in connection with this understanding.

7. The Government of Iran agrees to receive technical personnel of the Government of the United States of America who will discharge in its territory the responsibilities of the Government of the United States of America for implementing the provisions of these understandings and to accord them necessary facilities to observe the progress of assistance furnished pursuant thereto.

8. The two Governments will, upon request to either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, material or services furnished pursuant to paragraph one. In such negotiations this point shall be considered: that each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any third country.

9. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of these understandings or to operations or arrangements carried out pursuant to these understandings.

10. Nothing herein shall be construed to alter, amend or otherwise modify the agreements between the United States of America and Iran, signed at Tehran November 27, 1943 and October 6, 1947 as amended or extended.

I have the honor to concur in the proposals made in your note and to inform you that the understandings set forth therein meet with the approval of the Government of Iran. That note and the present note, accordingly, are considered as confirming these understandings, effective on this date and thereafter until one year after the date of receipt by either Government of a notification in writing of the intention of the other Government to terminate these understandings.

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

G. A. ARAM

G. A. Aram,

Chargé d'Affaires ad Interim of Iran.

His Excellency

JAMES E. WEBB,

Acting Secretary of State of the

United States of America,

Washington, D. C.

AUSTRIA

U. S. EDUCATIONAL COMMISSION IN AUSTRIA

Agreement signed at Washington June 6, 1950; entered into force June 6, 1950.

TIAS 2072
June 6, 1950

AGREEMENT BETWEEN THE UEBEREINKOMMEN ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER OESTERREICHISCHEN BUNDESREGIERUNG BETREFFEND DIE FINANZIERUNG GEWISSE R ERZIEHUNGSAUSTAUSCH-PROGRAMME

The Government of the United States of America and the Government of Austria;

Desiring to promote further mutual understanding between the peoples of the United States of America and Austria through educational contacts;

Considering that Section 32 (b) of the United States Surplus Property Act of 1944 as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a Staat ein Abkommen betr. die result of surplus property disposals Inanspruchnahme von Geldern

Die Regierung der Vereinigten Staaten von Amerika und die Oesterreichische Bundesregierung,

In dem Wunsche, das gegenseitige Verstaendnis zwischen der Bevoelkerung der Vereinigten Staaten von Amerika und der oesterreichischen Bevoelkerung durch Fuehlungnahme auf dem Gebiete der Erziehung weiter auszubauen, und

Unter Bedachtnahme darauf, dass Paragraph 32 b des United States Surplus Property Act of 1944 in der derzeit geltenden Fassung des amerikanischen Bundesgesetzes Nr. 584 (79. Kongress) vorsieht, dass der Staatssekretaaer fuer die Auswaertigen Angelegenheiten der Vereinigten Staaten von Amerika mit jedem fremden Staat ein Abkommen betr. die Inanspruchnahme von Geldern

60 Stat. 754.
50 U. S. C. app.
§ 1641 (b).

for the purpose of providing for oder Krediten in der Landeswaehrung dieses fremden Staates, welche auf Grund von Veraeuerserungen von Ueberschussgut vereinnahmt wurden, fuer bestimmte Taetigkeiten im Erziehungswesen abzuschliessen ermoechtigt ist, und weiters,

Considering that under the provisions of paragraph 4 (a) of the Letter Credit Agreements signed on May 2, 1946 [ⁱ] and February 17, 1948 [ⁱ] by and between the Government of the United States of America and the Government of Austria (hereinafter designated "the Letter Credit Agreements") it is provided that in the event the Government of the United States of America wishes to receive local currency of the Government of Austria for payment of any or all expenditures in Austria of the Government of the United States of America and its agencies, the Government of the United States of America may request at any time or times, and the Government of Austria agrees to furnish at such time or times, Austrian currency in any amount not in excess of the net outstanding balance of principal (whether or not then due in United States dollars) plus interest (then due in United States dollars) payable under the terms of the Letter Credit Agreements.

Have agreed as follows:

Unter Bedachtnahme darauf, dass gemaess den Bestimmungen des Paragraphen 4 a der am 2. Mai 1946 und am 17. Februar 1948 von der Regierung der Vereinigten Staaten von Amerika und der Oesterreichischen Bundesregierung unterzeichneten Kredituebereinkommen (im Folgenden kurz "die Kredituebereinkommen" bezeichnet) in dem Falle die Regierung der Vereinigten Staaten von Amerika von der Oesterreichischen Bundesregierung fuer bestimzte oder fuer alle Zahlungen der Regierung der Vereinigten Staaten von Amerika und ihrer Vertretungen in Oesterreich Landeswaehrung zu bekommen wuenscht, die Regierung der Vereinigten Staaten von Amerika zu jeder Zeit von der Oesterreichischen Bundesregierung oesterreichische Landeswaehrung in der Hoehe der jeweils aushaftenden reinen Kapitalsrueckzahlungsverpflichtungen (gleichgueltig, ob dieselben in diesem Zeitpunkt in amerikanischen Dollar faellig sind oder nicht) und der Zinsenverpflichtungen (die in diesem Zeitpunkt in amerikanischen Dollar faellig

ⁱ Not printed.

sind); welche gemaess den "Kredituebereinkommen" zahlbar sind, verlangen kann und die Oesterreichische Bundesregierung zu jeder Zeit diese Betraege zu zahlen sich bereit erklaert hat, sind ueber eingekommen wie folgt:

Article 1

There shall be established a Commission to be known as the United States Educational Commission in Austria (hereinafter designated "the Commission"), which shall be recognized by the Government of Austria as an organization created and established to facilitate the administration of an educational program to be financed by funds made available by the Government of Austria in accordance with the terms of the Letter Credit Agreement. Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of funds shall enjoy on the part of the Government of Austria the exemptions and immunities accorded to the property of a foreign government.

Artikel 1

The Commission.

Es erfolgt die Einsetzung einer Kommission mit der Bezeichnung "United States Educational Commission in Austria" (im Folgenden kurz bezeichnet "die Kommission" nach dem "the Commission"), welche von der Oesterreichischen Bundesregierung als Organisation anerkannt, die zur Erleichterung und Durchfuehrung eines Erziehungsprogrammes geschaffen und eingerichtet wurde, welches mit Mitteln, die seitens der oestreichischen Regierung gemaess den Bestimmungen der Kredituebereinkommen zur Verfuegung gestellt worden sind, finanziert wird. Unbeschadet der Bestimmungen des Artikel 3 soll die Kommission nicht der Inlands- und Landesgesetzgebung der Vereinigten Staaten von Amerika, soweit diese die Inanspruchnahme und Herausgabe von Geldern und Krediten in der Landeswaehrung fuer Zwecke, die im vorliegenden Uebereinkommen festgelegt sind, betrifft, unterliegen. Die Mittel der Kommission sollen jene Ausnahmebestimmungen und Immunitaeten seitens der Oesterreichischen Bundesregierung geniessen, die dem Eigentum einer fremden Macht zustehen.

Funds made available by Government of Austria.

The funds made available by the Government of Austria, within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Austria for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

Die Mittel, die seitens der Oesterreichischen Bundesregierung gemaess den Verfuegungen und Einschraenkungen, die in diesem Uebereinkommen vorgesehen sind, zur Verfuegung gestellt werden, sollen von der Kommission oder laut besonderem Uebereinkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Oesterreichischen Bundesregierung von anderen Ausfuehrungsorganen fuer die nachstehenden Zwecke, wie solche im Paragraphen 32 b des United States Surplus Property Act of 1944 in der derzeit geltenden Fassung vorgesehen sind, verwendet werden:

(1) financing studies, research, instruction, and other educational activities of citizens of the United States of America in schools and institutions of higher learning located in Austria or of citizens of Austria in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

1) Die Finanzierung von Studien, Forschungen, Unterricht und anderer Erziehungstaetigkeit von Staatsbuergern der Vereinigten Staaten von Amerika in hoeheren Schulen oder Anstalten, die sich in Oesterreich befinden, oder von oesterreichischen Staatsbuergern in hoeheren amerikanischen Schulen oder Anstalten, die sich ausserhalb des Festlandgebietes der Vereinigten Staaten, Hawaii, Alaska (einschliesslich der Aleuten), Portorico und den Virginischen Inseln befinden, inkl. Zahlungen fuer Reise, Studiengebuehren, Unterhalt und anderen Auslagen im Zusammenhang mit Betaetigungen im Erziehungswesen.

(2) furnishing transportation for citizens of Austria who desire to attend United States schools

2) Die Durchfuehrung von Reisen von oesterreichischen Staatsbuergern, die amerika-

and institutions of higher learning in the continental United States, Hawaii, Alaska, (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

Article 2

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of this agreement including the following:

(1) Plan, adopt, and carry out programs, in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of this agreement.

(2) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, and research scholars resident in Austria, and institutions of Austria qualified to participate in the program in accordance with the aforesaid Act.

nische hoehere Schulen und Anstalten auf dem Festlandgebiete der Vereinigten Staaten, Hawaii, Alaska (einschliesslich der Aleuten), Portorico und den Virginischen Inseln zu besuchen wuenschen und deren Teilnahme nicht amerikanische Staatsbuerger an der Teilnahme an diesen Schulen hindern wird.

Artikel 2

Unter Bedachtnahme auf die eben genannten Zwecke kann die Kommission gemaess den Bestimmungen des vorliegenden Ueber-einkommens alle Rechte, insbesondere die folgenden, ausueben, die notwendig sind, um die in dem Uebereinkommen gesteckten Ziele zu erreichen:

Powers of Commission.

- 1) Die Planung, Annahme und Durchfuehrung von Programmen, die den im Paragraphen 32 b des United States Surplus Property Act of 1944 in der derzeit geltenden Fassung vorgesehenen Zwecken und den Zielen des vorliegenden Ueber-einkommens entsprechen.
- 2) Die Vorlage von Empfehlungen von Studenten, Professoren und von Studierenden auf dem Gebiete des Forschungswesens, die ihren Wohnsitz in Oesterreich haben und von oesterreichischen Institutionen, die geeignet sind, im Rahmen des Programmes mitzuarbeiten, welches den im oben genannten Gesetze festgelegten Richtlinien entspricht, an den Board of Foreign Scholarships, der in dem United States Surplus Property Act of

(3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of this agreement.

(4) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State and he shall deposit funds received in a depository or depositories designated by the Secretary of State.

(5) Subject to the conditions and limitations as set forth herein, authorize the disbursement of funds and making of grants and advances of funds for the authorized purposes of the present agreement.

1944 in der derzeit geltenden Fassung vorgesehen ist.

3) Die Empfehlung von Richtlinien an den Board of Foreign Scholarships, die dieser fuer die Auslese von Teilnehmern an den Programmen notwendig findet, um die in diesem Abkommen gesteckten Ziele zu erreichen.

4) Die Ermaechtigung eines finanziellen Bevollmaechtigten der Kommission oder einer anderen von der Kommission genannten Persoenlichkeit zur Entgegennahme von Geldmitteln, die bei Banken im Namen des finanziellen Bevollmaechtigten der Kommission oder der anderen designierten Persoenlichkeit einzulegen sind. Die Bestellung des finanziellen Bevollmaechtigten oder einer anderen designierten Person ist von dem Staatssekretaer fuer die Auswaertigen Angelegenheiten zu genehmigen. Der finanzielle Bevollmaechtigte hat die ihm anvertrauten Mittel in jene Depotstelle oder Depotstellen einzulegen, die vom Staatssekretaer fuer die Auswaertigen Angelegenheiten namhaft gemacht sind.

5) Die Ermaechtigung zur Ausgabe von Geldmitteln und Erteilung von Beihilfen und Vorschuessen von Geldmitteln fuer die genehmigten Zwecke des vorliegenden Uebereinkommens in Uebereinstimmung mit den Bestimmungen und Einschraenkungen des vorliegenden Ueber-einkommens.

(6) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.

(7) Engage an Executive Officer, administrative and clerical staff and fix and pay the salaries and wages thereof from funds made available under this agreement.

Article 3

All commitments, obligations and expenditures by the Commission shall be made pursuant to an annual budget approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

6) Die Vorsorge fuer periodische Ueberpruefung der Rechnungslegung des finanziellen Bevollmaechtigten der Kommission gemaess den diesbezueglichen Anweisungen von vom Staatssekretaer fuer die Auswaertigen Angelegenheiten bestellten Buchpruefern.

7) Die Bestellung eines geschaeftsfuehrenden Direktors und eines administrativen Beamtentabes und Bueropersonals und die Festsetzung und Auszahlung von Gehaeltern und Loehnen fuer die genannten Personen aus den gemaess den Bestimmungen dieses Abkommens fluessigzumachenden Mitteln.

Artikel 3

Alle Zahlungsversprechungen, Verpflichtungen und Ausgaben der Kommission sollen in Uebereinstimmung mit einem Jahresbudget durchgefuehrt werden, welches vom Staatssekretaer fuer die Auswaertigen Angelegenheiten auf Grund von Bestimmungen, die er festzusetzen hat, genehmigt wurde.

*Expenditures;
annual budget.*

Article 4

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America, and four of whom shall be citizens of Austria. In addition the principal officer in charge of the Diplomatic Mission of the United States of America to Vereinigten Staaten von Amerika Austria (hereinafter designated in Oesterreich (in der Folge be—"the Chief of Mission") shall be zeichnet "der Missionsschef") Ho-

Artikel 4

Die Kommission setzt sich aus 8 Mitgliedern zusammen, von denen 4 amerikanische Staatsbuerger und 4 oesterreichische Staatsbuerger sind. Ueberdies soll der geschaeftsfuehrende Leiter der diplomatischen Mission der Vereinigten Staaten von Amerika in Oesterreich (in der Folge be—"the Chief of Mission") zeichnet "der Missionsschef" Ho-

Membership.

Chief of Mission.

Honorary Chairman of the Commission. He may cast the deciding vote in the event of a tie by the Commission and shall appoint the Chairman of the Commission. The Chairman as a regular member of the Commission shall have the right to vote. The citizens of the United States shall be appointed and may be removed by the Chief of Mission. The citizens of Austria on the Commission shall be appointed and may be removed by the Government of Austria.

norarvorsitzender der Kommission. Dieser Honorarvorsitzende hat die entscheidende Stimme im Falle von Stimmen-gleichheit der Kommissionsmitglieder und bestellt den Vorsitzenden. Der Vorsitzende ist ein ordentliches Mitglied der Kommission und hat das Recht zur Stimmabgabe. Die amerikanischen Staatsbuerger, die Mitglieder der Kommission sind, werden vom Missionschef bestellt und koennen von ihm enthoben werden. Die oesterreichischen Staatsbuerger, die Mitglieder der Kommission sind, werden von der oesterreichischen Regierung bestellt und koennen von ihr enthoben werden.

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

Die Mitglieder werden fuer einen Zeitraum bestellt, der mit 31. Dezember des Jahres endet. Sie koennen wieder bestellt werden. Der Vorgang der Neubesetzung der durch Ruecktritt, Uebersiedlung ausserhalb Oesterreichs, durch Zeitablauf oder aus anderweitigen Gruenden freiwerdenden Posten hat mit dem Vorgang, der fuer die Bestellung dieser Posten vorgesehen ist, analog vor sich zu gehen.

Expenses.

The members shall serve without compensation, but the Commission is authorized to defray necessary expenses incurred by its members in attending meetings of the Commission.

Die Dienstleistungen der Mitglieder erfolgen ohne Entgelt. Die Kommission ist jedoch ermächtigt, die noetigen Kosten fuer die Teilnahme der Mitglieder der Kommission an den Sitzungen zu vergueten.

Article 5

By-laws and committees.

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary.

Die Kommission hat solche Durchfuehrungsbestimmungen zu erlassen und solche Unteraus-

Artikel 5

sary for the conduct of the affairs schuesse einzusetzen, als solche of the Commission. fuer die Geschaeftsfuehrung der Kommission erforderlich sind.

Article 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of Austria.

Dem Inhalte und der Form nach fuer den Staatssekretär fuer die Auswaertigen Angelegenheiten geeignete Jahresberichte, die Tätigkeit der Kommission, sind dem Staatssekretär fuer die Auswaertigen Angelegenheiten der Vereinigten Staaten von Amerika und der österreichischen Regierung zu uebermitteln.

Annual reports.

Article 7

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

Das Zentralbüro der Kommission wird sich in der Hauptstadt Österreichs befinden. Zusammenkünfte der Kommission oder ihrer Unterausschüsse können in jedem Orte, den die Kommission hiezu wann immer bestimmt, abgehalten werden. Die Geschäfte der Beamten der Kommission oder ihres Stabes können in jedem Orte, der von der Kommission hiezu bestimmt ist, durchgeführt werden.

Principal office, etc.

Article 8

The Government of Austria shall as and when requested by the Government of the United States of America deposit with the Treasurer of the United States amounts of currency of the Government of Austria equivalent to \$1,250,000 (United States currency) have been so deposited, provided, that upon the request of the Government of Austria, the amount deposited shall be converted into Austrian currency.

Die österreichische Regierung hat auf Ersuchen der amerikanischen Regierung bei dem Treasurer of the United States (Funktionsbeamter des amerikanischen Schatzamtes) Erlaage in österreichischer Landeswährung bis zu einem Gesamtbetrag des Gegenwertes von 1,250,000 Dollar (amerikanischer Waehrung) in österreichischer Landeswährung durchzuführen, mit der Ein-

Deposits by Government of Austria.

however, that not more than the equivalent in Austrian currency of \$250,000 (United States currency) shall be made available during any single calendar year.

Rate of exchange.

The rate of exchange between currency of the Government of Austria and United States currency to be used in determining the amount of currency of the Government of Austria to be deposited from time to time hereunder, shall be determined in accordance with Article 4 (b) of the Letter Credit Agreements.

The Secretary of State of the United States of America will make available for expenditures by the Commission currency of the Government of Austria in such amounts as may be required by the Commission but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

Article 9

Artikel 9

Tax exemptions, etc.

The Government of Austria shall extend to citizens of the United States of America residing in Austria and engaged in educational activities under the auspices of the Commission such privileges with respect to exemption from Federal taxation, and restrictions affecting the entry and residence of such persons as are extended to Austrian nationals residing in the

Die oesterreichische Regierung wird amerikanischen Staatsbuergern, die sich in Oesterreich aufhalten und unter der Aufsicht der Kommission sich im Sinne des vorliegenden Abkommens betaetigen, diejenige Ausnahmsstellung in Bezug auf die Befreiung von Bundessteuern und Beschraenkungen bei der Einreise und dem Aufenthalt einraeumen, wie solche

United States of America engaged fuer oesterreichische Staatsbuerger, in similar activities, die sich in den Vereinigten Staaten von Amerika zum gleichen Zwecke befinden, gewahrt wird.

*Article 10**Artikel 10*

The Government of the United States of America and the Government of Austria shall make every effort to facilitate the programs authorized in this agreement and to resolve problems which may arise in the operations thereof.

Die Regierung der Vereinigten Staaten von Amerika und die oesterreichische Regierung werden alle Anstrengungen machen, um die Durchfuehrung von Programmen, die in diesem Abkommen vorgesehen sind, zu erleichtern und diejenigen Probleme zu loesen, die bei der Durchfuehrung derselben auftauchen.

*Article 11**Artikel 11*

Wherever, in the present agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of the United States or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Wo immer in dem vorliegenden Uebereinkommen der Ausdruck "Staatssekretär fuer die Auswaertern Angelegenheiten" gebrucht wurde, ist darunter der Staatssekretär fuer die Auswaertigen Angelegenheiten der Vereinigten Staaten von Amerika oder ein von ihm fuer diese Zwecke bevollmaechtigter amerikanischer Regierungsbeamter oder Regierungsangestellter zu verstehen.

"Secretary of State."

*Article 12**Artikel 12*

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

Das vorliegende Uebereinkommen kann durch den Austausch diplomatischer Noten zwischen der Regierung der Vereinigten Staaten und der oesterreichischen Regierung ergaenzt werden.

Amendment.

*Article 13**Artikel 13*

The present agreement shall come into force upon the date of signature.

Das vorliegende Uebereinkommen tritt am Tage seiner Unterzeichnung in Kraft.

Entry into force.

In Witness Whereof the under- Zeugnis dessen haben die von signed, being duly authorized ihren Regierungen Bevollmaechthereto by their respective Gov- tigten das vorstehende Ueberernments, have signed the present einkommen unterfertigt. agreement.

Done at Washington in dupli- Geschehen in Washington in cate, in the English and German zweifacher Ausfertigung in englis-languages, this sixth day of June, scher und deutscher Sprache am 1950. sechsten Juni 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FUER DIE REGIERUNG DER VEREINIGTEN STAATEN VON
AMERIKA:

DEAN ACHESON

FOR THE GOVERNMENT OF AUSTRIA:
FUER DIE OESTERREICHISCHE BUNDESREGIERUNG:

LUDWIG KLEINWAECHTER

BELGIUM

SURPLUS PROPERTY SETTLEMENT

Agreement respecting joint undertakings under the agreement of September 24, 1946, as amended, relating to transfer of United States surplus property in Belgium, and certain other agreements. Signed at Washington April 20, 1950; entered into force April 20, 1950.

TIAS 2074
Apr. 20, 1950

The Government of the United States of America and the Government of Belgium have reached agreement as set forth below regarding their joint undertakings under the Agreement Relating to the Transfer of United States Surplus Property in Belgium dated September 24, 1946, as amended, and certain other agreements specified in paragraph 1 below in order that a valuable portion of certain military property, previously acquired by Belgium from the United States and now the property of the Government of Belgium, be made available to meet supply requirements of all governments signatory to the North Atlantic Treaty signed at Washington on April 4, 1949. In arriving at this agreement, both Governments have taken full cognizance of their self help and mutual aid pledges under the North Atlantic Treaty and the Mutual Defense Assistance Agreement of January 27, 1950 between the two Governments and of the mutual benefits to be derived through utilization of this property to maintain and increase the individual and collective ability of the parties to accomplish the purposes of the North Atlantic Treaty.

62 Stat., pt. 3, p. 3984;
63 Stat., pt. 3, p. 2837.

1. The Government of Belgium agrees to make available to parties to the Treaty, in accordance with recommendations made by the appropriate agency of the North Atlantic Treaty Organization, for purposes which are in accord with the principles of the Treaty, a portion of the property, acquired by the Government of Belgium from the Government of the United States under —

(a) the arrangements referred to in paragraphs 2, 3, and 4 of 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" dated September 24, 1946, and

(b) Contract W-ANL (Eto-II)-3438 dated January 13, 1947,^[1] as amended, between the Office of the Foreign Liquidation Commissioner and the Government of Belgium,
as listed in catalogues especially prepared by the Belgian Office d'Aide

63 Stat., pt. 2, p. 2241.

Ante, p. 1.

¹ Not printed.

Mutuelle (OMA) and to be amended for submission to the North Atlantic Treaty Organization after the withdrawals permitted in paragraph 3 below have been determined.

2. The Government of Belgium agrees to transfer the property as is, FOB the Belgian depot, without cost to the recipient government except the actual costs of packing and transporting services. Title to the property shall remain in the Government of Belgium until the recipient government takes delivery at the Belgian depot. In taking delivery of the property, the recipient government will deal directly with the Belgian Office d'Aide Mutuelle (OMA) and will make payment to the Government of Belgium in Belgian francs of the actual costs of packing and transporting services furnished by the Government of Belgium. The Government of Belgium will bear no liability for losses or damage in transit once title has passed to the recipient government.

3. It is agreed that, before any property is reported to the North Atlantic Treaty Organization as being available to other governments, the Government of the United States, in the first instance, may withdraw such supplies and equipment of an OMA catalogue value of not more than three million dollars (\$3,000,000) as may be needed to meet the supply deficiencies of its military establishment, and, after the Government of the United States has had an opportunity to make such withdrawals, the Government of Belgium may withdraw such supplies and equipment of an OMA catalogue value of not more than three million dollars (\$3,000,000) as may be needed to meet the supply deficiencies of its military establishment. There shall be no payment required for such supplies and equipment, except the costs of packing and transportation, which shall be borne by the recipient government.

4. The property of United States surplus origin acquired by Belgium under the Agreements referred to in paragraph 1 above which is not transferred under the provisions of the preceding paragraphs of this agreement shall be disposed of by the Government of Belgium. In order to avoid an inequitable burden being imposed upon the Government of Belgium by reason of its offer of that property referred to in paragraph 1 above to the North Atlantic Treaty Governments, it is agreed that:

a. Equal sharing of gross proceeds under paragraph 6 of the Agreement Relating to the Transfer of United States Surplus Property in Belgium dated September 24, 1946, as amended, shall be suspended as of October 1, 1949.

b. From the gross proceeds of sales made since October 1, 1949 under the provisions of the Agreement Relating to the Transfer

of United States Surplus Property in Belgium dated September 24, 1946, as amended, and sales to be made under this agreement, the Government of Belgium shall be entitled to retain a sum not in excess of 121 million Belgian francs as liquidation expenses. After this sum has been retained, the equal sharing of gross proceeds shall be resumed in accordance with the provisions of paragraph 6 of the Agreement Relating to the Transfer of United States Surplus Property in Belgium dated September 24, 1946, as amended.

c. It is the intent of both Governments to complete the liquidation under this agreement not later than December 31, 1951.

d. The Government of Belgium agrees to report to the Government of the United States quarterly, with the first report to be submitted for the quarter ending December 31, 1949, the amount in Belgian francs of gross proceeds from sales under this agreement.

e. The share of the gross proceeds accruing to the Government of the United States shall continue to be a dollar obligation of the Government of Belgium to the Government of the United States in accordance with the provisions of paragraph 6 (b) of the Agreement Relating to the Transfer of United States Surplus Property in Belgium dated September 24, 1946, as amended.

5. This agreement will take effect upon signature.

Effective date.

DONE at Washington, in duplicate, this 20th day of April 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JAMES E. WEBB

*Under Secretary of State
of the United States of America*

FOR THE GOVERNMENT OF BELGIUM:

SILVERCRUYS

*Ambassador Extraordinary and
Plenipotentiary of Belgium
to the United States of America*

BRAZIL

TIAS 2078
Dec. 27, 1949,
and Jan. 4, 1950

COOPERATIVE HEALTH AND SANITATION PROGRAM

Agreement amending and extending the agreement of March 14, 1942, as amended and extended. Effectuated by exchange of notes signed at Rio de Janeiro December 27, 1949, and January 4, 1950; entered into force March 3, 1950, operative retroactively from December 31, 1949.

The American Ambassador to the Brazilian Minister for Foreign Affairs

No. 840

RIO DE JANEIRO, December 27, 1949.

EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Government of the United States of Brazil and The Institute of Inter-American Affairs arising out of the exchange of correspondence between the Acting Secretary of State of the United States of America and the Minister of Finance of Brazil on March 14, 1942, as later modified and extended, which provided for the initiation and execution of the existing health and sanitation program in Brazil. I also refer to paragraph 2 of the note of Your Excellency's Ministry of December 24, 1949,[1] suggesting the consideration by our respective Governments of a further extension of that Agreement.

⁵⁷ Stat. 1322, 1325,
1333, 1338; ⁶² Stat.,
pt. 3, p. 3831; ⁶³ Stat.,
pt. 3, p. 2777

As Your Excellency knows, the aforementioned Basic Agreement, as amended, provides that the health and sanitation program will terminate on December 31, 1949. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Brazil, that an extension of such program would be desirable. I have been advised by the Department of State in Washington, D. C., that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of six (6) months from December 31, 1949 through June 30, 1950. It would be understood that, during such period of extension, the Institute would make a contribution of \$215,000 U. S. Cy. to the Serviço Especial de Saúde Pública (SESP) for use in carrying out project activities of the program on condition that Your Government would contribute to the SESP for the same purpose the sum of Cr \$70,000,000.00. The Institute would also be willing during the same extension period to make available funds to be retained by the Institute, and not deposited to the account of the

¹ Not printed.

Sesp, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff, who are maintained by the Institute in Brazil. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Education and Health and The Institute of Inter-American Affairs.

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 come into force on the date of signature [¹] of an agreement by the Minister of Education and Health of Brazil and by a representative of The Institute of Inter-American Affairs and after registration by the Tribunal de Contas of Brazil,[²] embodying the above-mentioned technical details.

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

HERSCHEL V. JOHNSON

His Excellency

Dr. RAUL FERNANDES,
Minister for Foreign Affairs,
Rio de Janeiro.

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

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

URGENTE
DAI/1/512.6(22)

Em 4 de janeiro de 1950.

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota nº 340, de 27 de dezembro do ano findo, na qual Vossa Excelênciia se refere ao Acôrdo Básico entre o Govêrno dos Estados Unidos do Brasil e o "Institute of Inter-American Affairs", decorrente da troca de correspondência

^¹ Jan. 31, 1950.

^² Mar. 3, 1950.

entre o Secretário de Estado, interino, dos Estados Unidos da América e o Ministro da Fazenda do Brasil, a 14 de março de 1942, tal como foi posteriormente modificado e prorrogado, o qual estabeleceu o início e a execução do programa, em realização, em matéria de saúde e saneamento no Brasil.

2. Informa-me Vossa Excelência, na referida nota, de que o Governo dos Estados Unidos da América, em virtude dos benefícios mútuos auferidos com o programa mencionado, concorda com a sugestão feita pelo Governo dos Estados Unidos do Brasil, nos termos da nota do Ministério das Relações Exteriores, de nº DAI/202/512.6(22), de 24 de dezembro último, no sentido de ser prorrogado o mencionado programa.

3. Comunica-me, assim, Vossa Excelência que o Governo dos Estados Unidos da América considera que um ajuste pode ser feito, a fim de que o "Institute of Inter-American Affairs" continue sua participação no programa de cooperação em aprêço por um período de seis (6) meses além da data da terminação de sua presente vigência, ou seja, de 31 de dezembro de 1949 a 30 de junho de 1950.

4. Ficará estipulado, no ajuste em questão, que, durante o referido período de prorrogação, o "Institute" contribuirá para o Serviço Especial de Saúde Pública (SESP), do Brasil, com a importância de U.S.\$215,000.00 (duzentos e quinze mil dólares), moeda corrente dos Estados Unidos da América, a ser empregada na execução das atividades projetadas no programa, da mesma forma que o Governo dos Estados Unidos do Brasil contribuirá para o citado Serviço, para os mesmos fins, com a importância de Cr\$70.000.000,00 (setenta milhões de cruzeiros). O "Institute" proporcionará também, durante o mencionado período de prorrogação, somas destinadas ao pagamento de salários e outras despesas dos membros do Corpo especializado da Divisão de Saúde e Saneamento do "Institute", mantidos por este último no Brasil, as quais não serão depositadas na conta do SESP e permanecerão na posse do "Institute". As referidas quantias serão em acréscimo às somas já exigidas na vigência do presente Acordo Básico, como contribuição das Partes a ser utilizada no prosseguimento do programa.

5. É-me grato comunicar a Vossa Excelência que o Governo dos Estados Unidos do Brasil concorda com o Governo dos Estados Unidos da América na prorrogação do Acordo de cooperação em matéria de saúde e saneamento no Brasil, nos termos acima expressos, devendo esta nota e a nota de Vossa Excelência, datada de 27 de dezembro último, e a que a princípio me reporto, constituir a expressão de tal Acordo entre os dois Governos, Acordo que entrará em vigor na data em que o

respectivo Instrumento de prorrogação, assinado pelo Senhor Ministro de Estado da Educação e Saúde do Brasil e o Representante do "Institute of Inter-American Affairs", contendo os pormenores técnicos acima indicados, for registrado no Tribunal de Contas do Brasil.

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

RAUL FERNANDES

A Sua Excelência o Senhor HERSCHEL V. JOHNSON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN RELATIONS,
RIO DE JANEIRO.
DAI/1/512.6(22) January 4, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 340 of December 27, 1949, in which Your Excellency refers to the Basic Agreement between the Government of the United States of Brazil and the Institute of Inter-American Affairs, arising out of the exchange of correspondence between the Acting Secretary of State of the United States of America and the Minister of Finance of Brazil on March 14, 1942, as later modified and extended, which provided for the initiation and execution of the existing health and sanitation program in Brazil.

Ante, p. 440.

2. Your Excellency informs me, in the aforementioned note, that the Government of the United States of America, by virtue of the mutual benefits derived from the aforementioned program, agrees with the suggestion made by the Government of the United States of Brazil, in the terms of note No. DAI/202/512.6(22) of the Ministry of Foreign Affairs, of December 24, last, to the effect that the aforementioned program be extended.

3. Your Excellency likewise informs me that the Government of the United States of America is of the opinion that an arrangement may be made for the Institute of Inter-American Affairs to continue its participation in the cooperative program under consideration for a period of six (6) months beyond the date of termination of its present term, namely, from December 31, 1949, to June 30, 1950.

4. It shall be stipulated, in the arrangement in question, that, during the aforementioned period of extension, the Institute shall contribute

to the Serviço Especial de Saúde Pública (SESP), of Brazil, in the amount of \$215,000.00 (two hundred and fifteen thousand dollars), currency of the United States of America, to be employed in the carrying out of the project activities of that program, and that, similarly, the Government of the United States of Brazil shall contribute to the aforementioned Service for the same purpose the sum of Cr. \$70,000,000.00 (seventy million cruzeiros). The Institute shall also, during the aforementioned extension period, make available funds for the payment of salaries and other expenses of the members of the Institute's Health and Sanitation Division Field Staff, who are maintained by the latter in Brazil, which sums will not be deposited to the account of the SESP and are to be retained by the Institute. The amounts referred to are to be in addition to the sums already required under the present Basic Agreement as a contribution by the Parties to be used in furtherance of the program.

5. I am happy to communicate to Your Excellency that the Government of the United States of Brazil agrees with the Government of the United States of America on the extension of the Agreement for cooperation in the matter of health and sanitation in Brazil, in the terms expressed above, this note and the note of Your Excellency, dated December 27 last, to which I refer at the beginning, to constitute the setting forth of such Agreement between our two Governments, which Agreement shall come into force on the date on which the respective Instrument of extension, signed by His Excellency the Minister of State for Education and Health of Brazil and the Representative of the Institute of Inter-American Affairs, embodying the above-mentioned technical details, shall be registered in the Tribunal de Contas of Brazil.

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

RAUL FERNANDES

His Excellency

HERSCHEL V. JOHNSON,

Ambassador of the United States of America.

COSTA RICA

MILITARY MISSION TO COSTA RICA

Agreement amending and extending the agreement of December 10, 1945. Effectuated by exchange of notes signed at Washington February 3 and 15, 1950; entered into force February 15, 1950, operative retroactively December 10, 1949.

TIAS 2079
Feb. 3, 15, 1950

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

DEPARTMENT OF STATE
WASHINGTON
Feb 3 1950

SIR:

Reference is made to the Embassy's note of December 5, 1949 [¹] requesting on behalf of the Government of Costa Rica that the Agreement signed December 10, 1945 between the Governments of the United States of America and the Republic of Costa Rica providing for the assignment of a United States Military Mission to Costa Rica be renewed for a period of four years effective as of December 10, 1949, also requesting the following substitutions in the wording of the Agreement:

59 Stat. 1632.

- a. Guardia Civil de Costa Rica in lieu of Costa Rican Army throughout the Agreement. Substitutions in wording requested.
- b. Department of the Army in lieu of War Department of the United States throughout the Agreement.
- c. Article 25: Minister of Public Security of Costa Rica in lieu of Ministry of Public Security of Costa Rica.

The Department of the Army is agreeable to the renewal of the Agreement for a period of four years and to the changes requested in the wording of the Agreement as set forth in the Embassy's note under reference.

The following substitution is desired in the wording of the preamble of the Agreement in order that the current organization of the United States Army may be properly reflected:

- a. Preamble: Army Mission in lieu of Military Mission.

In the event the above proposal is acceptable to your Government,

¹ Not printed.

I shall consider this note and your response to that effect as constituting agreement between the two Governments for the renewal of the Agreement of December 10, 1945, notwithstanding the provision of Title I, Article 3.

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

For the Secretary of State:

WILLARD F. BARBER

Señor Don JORGE HAZERA,
*Chargé d'Affaires ad interim
of Costa Rica.*

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

EMBAJADA DE COSTA RICA
WASHINGTON

FEBRUARY 15, 1950.

EXCELLENCY:

Ante, p. 445.

I have the honor to acknowledge the receipt of Your Excellency's note of February 3, 1950 which is in reply to the note of the Embassy of December 5, 1949 requesting on behalf of the Government of Costa Rica that the Agreement signed December 10, 1945 between the Governments of the Republic of Costa Rica and the United States of America providing for the assignment of a United States Military Mission to Costa Rica, be renewed for a period of four years effective as of December 10, 1949.

Your Excellency informs me that the Department of the Army is agreeable to the renewal of the Agreement for a period of four years and to the changes in the wording of the Agreement as suggested by the Embassy in its note of December 5, 1949. Your Excellency informs me furthermore that the Department of the Army has requested that the words "Army Mission" be substituted for the words "Military Mission" where they appear in the preamble of the Agreement.

Inasmuch as my Government is agreeable to this final change that has been proposed by the Department of the Army, I concur with your understanding that this note and your note of February 3, 1950 con-

stitute agreement between our two Governments for the renewal of the Agreement of December 10, 1945.

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

JORGE HAZERA

Chargé d'Affaires ad interim.

His Excellency

DEAN ACHESON,

The Secretary of State.

PHILIPPINES

MILITARY ASSISTANCE

TIAS 2080
Feb. 24 and
Mar. 11, 13, 1950

*Agreement supplementing and extending the agreement of March 21, 1947.
Effectuated by exchange of notes signed at Manila February 24 and March 11
and 13, 1950; entered into force March 13, 1950.*

*The American Ambassador to the Philippine Secretary of Foreign
Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA,
No. 0207
Manila, February 24, 1950

EXCELLENCY:

I have the honor to refer to the conversations which recently have taken place between our two Governments concerning the future provision of military assistance by my Government to the Republic of the Philippines; the desire of our two Governments to foster international peace and security, within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures for self defense in support of those purposes and principles, and without prejudice to continued exertion of maximum efforts to obtain agreements to provide the United Nations with armed forces as provided by its Charter, and to obtain agreement among member nations upon universal regulations and reduction of armaments under adequate and dependable guarantee against violation; the recognition by our two Governments that measures to eliminate insecurity caused by fear of aggression will enhance the progress of economic development; and to confirm the understandings reached as a result of those conversations as follows:

Assistance.

61 Stat., pt. 3, p. 3283.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

1. The Agreement between our two Governments signed at Manila March 21, 1947, remains in effect in all its terms except as it has been agreed to modify it to take account of the coming into force of the United States Mutual Defense Assistance Act of 1949. Hereafter the Government of the United States will furnish such military assistance as it may authorize to the Republic of the Philippines under the provisions and subject to all of the terms, conditions and termination provisions of that act, existing agreements and such other applicable United States laws as are now in effect or may hereafter come into effect.

2. The Government of the Republic of the Philippines undertakes to make effective use of military assistance furnished to it for the purposes for which such assistance was furnished, and will not, without prior consent of the Government of the United States, devote assistance so furnished to purposes other than for which it was furnished.

Use of assistance.

3. In fulfillment of the principle of mutual aid to which both Governments subscribe, the Government of the Republic of the Philippines will facilitate the production, transport, export 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 raw material deficiencies in its own resources, and which may be available in the Republic of the Philippines. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of the Republic of the Philippines.

Raw and semi-processed materials.

4. The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement. In such negotiations, consideration shall be given to including an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this agreement.

Patent, etc., claims.

5. The Government of the Republic of the Philippines will, except as otherwise agreed to, grant duty free treatment and exemption from internal taxation upon importation or exportation to products, property, materials or equipment imported into its territory under the terms of the March 21, 1947, Agreement and this exchange of notes.

Exemption from taxation.

6. The Republic of the Philippines will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

Information to public.

7. The Ambassador of the United States accredited to the Republic of the Philippines will be responsible for the direction of the program of United States military assistance to the Republic of the Philippines.

Responsibility for direction of program.

8. Upon appropriate notification to the Government of the Republic of the Philippines such United States personnel as are made available to the Ambassador of the United States for the responsibility described above will be considered part of the Embassy of the United

Personnel.

States in the Republic of the Philippines and shall enjoy the privileges and immunities accorded to accredited United States personnel of that Embassy. The Government of the Republic of the Philippines shall accord to the authorized representatives of the Government of the United States facilities to observe the utilization of assistance furnished pursuant to this exchange of notes.

Pesos for U. S.
administrative
expenditures

9. Subject to the provision of the necessary appropriation the Government of the Republic of the Philippines undertakes to make available to the Government of the United States pesos for use of latter Government for its administrative expenditures within the Philippines in connection with carrying out this exchange of notes. The two Governments will forthwith initiate discussions with a view to determining the amount of such pesos and agree upon the arrangement for the payment of such pesos.

Period of extension:
termination.

10. The agreement between the two Governments signed at Manila March 21, 1947, is hereby extended for a further period of two years and shall terminate July 4, 1953.

11. This note and the reply of the Government of the Republic of the Philippines shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

Should Your Excellency find obscure the intent of any of the points enumerated in the aforesaid Supplement to the Military Assistance Agreement signed at Manila on March 21, 1947, I shall be pleased to designate a qualified representative to meet with a delegate chosen by Your Excellency for the purpose of clarifying such points.

I desire to inform Your Excellency that an acknowledgment of the receipt of this note containing Your Excellency's assurances that the terms and conditions thereof are acceptable to the Philippine Government will be considered by my Government as constituting a Supplement to the Agreement Between the Government of the United States of America and the Government of the Republic of the Philippines on Military Assistance to the Philippines, signed at Manila on March 21, 1947.

Accept, Excellency, renewed assurances of my highest consideration.

MYRON M. COWEN
Ambassador

His Excellency

ELPIDIO QUIRINO

*Secretary of Foreign Affairs
of the Republic of the Philippines.*

*The Philippine Under Secretary of Foreign Affairs to the American Ambassador*REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

09448

MANILA, March 11, 1950

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 0207 of February 24, 1950, which reads as follows:

"I have the honor to refer to the conversations which recently have taken place between our two Governments concerning the future provision of military assistance by my Government to the Republic of the Philippines; the desire of our two Governments to foster international peace and security, within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures for self defense in support of those purposes and principles, and without prejudice to continued exertion of maximum efforts to obtain agreements to provide the United Nations with armed forces as provided by its Charter, and to obtain agreement among member nations upon universal regulations and reduction of armaments under adequate and dependable guarantee against violation; the recognition by our two Governments that measures to eliminate insecurity caused by fear of aggression will enhance the progress of economic development; and to confirm the understandings reached as a result of those conversations as follows:

"1. The Agreement between our two Governments signed at Manila March 21, 1947, remains in effect in all its terms except as it has been agreed to modify it to take account of the coming into force of the United States Mutual Defense Assistance Act of 1949. Hereafter the Government of the United States will furnish such military assistance as it may authorize to the Republic of the Philippines under the provisions and subject to all of the terms, conditions and termination provisions of that act, existing agreements and such other applicable United States laws as are now in effect or may hereafter come into effect.

"2. The Government of the Republic of the Philippines undertakes to make effective use of military assistance furnished to it for the purposes for which such assistance was furnished, and will not, without prior consent of the Government of the United States, devote assistance so furnished to purposes other than for which it was furnished.

"3. In fulfillment of the principle of mutual aid to which both Governments subscribe, the Government of the Republic of the Philippines will facilitate the production, transport, export 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 raw material deficiencies in its own resources, and which may be available in the Republic of the Philippines. Arrangements for such transfer shall give due regard to reasonable requirements for domestic use and commercial export of the Republic of the Philippines.

"4. The two Governments will, upon request of either of them, negotiate appropriate arrangements between them respecting responsibility for patent or similar claims based on the use of devices, processes, technological information or other forms of property protected by law in connection with equipment, materials or services furnished pursuant to this Agreement. In such negotiations, consideration shall be given to including an undertaking whereby each Government will assume the responsibility for all such claims of its nationals and such claims arising in its jurisdiction of nationals of any country not a party to this agreement.

"5. The Government of the Republic of the Philippines will, except as otherwise agreed to, grant duty free treatment and exemption from internal taxation upon importation or exportation to products, property, materials or equipment imported into its territory under the terms of the March 21, 1947, Agreement and this exchange of notes.

"6. The Republic of the Philippines will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

"7. The Ambassador of the United States accredited to the Republic of the Philippines will be responsible for the direction of the program of United States military assistance to the Republic of the Philippines.

"8. Upon appropriate notification to the Government of the Republic of the Philippines such United States personnel as are made available to the Ambassador of the United States for the responsibility described above will be considered part of the Embassy of the United States in the Republic of the Philippines and shall enjoy the privileges and immunities accorded to accredited United States personnel of that Embassy. The Government of the Republic of the Philippines shall accord to the authorized representatives of

the Government of the United States facilities to observe the utilization of assistance furnished pursuant to this exchange of notes.

“9. Subject to the provision of the necessary appropriation the Government of the Republic of the Philippines undertakes to make available to the Government of the United States pesos for use of latter Government for its administrative expenditures within the Philippines in connection with carrying out this exchange of notes. The two Governments will forthwith initiate discussions with a view to determining the amount of such pesos and agree upon the arrangement for the payment of such pesos.

“10. The agreement between the two Governments signed at Manila March 21, 1947, is hereby extended for a further period of two years and shall terminate July 4, 1953.

“11. This note and the reply of the Government of the Republic of the Philippines shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

“Should Your Excellency find obscure the intent of any of the points enumerated in the aforesaid Supplement to the Military Assistance Agreement signed at Manila on March 21, 1947, I shall be pleased to designate a qualified representative to meet with a delegate chosen by Your Excellency for the purpose of clarifying such points.

“I desire to inform Your Excellency that an acknowledgment of the receipt of this note containing Your Excellency’s assurances that the terms and conditions thereof are acceptable to the Philippine Government will be considered by my Government as constituting a Supplement to the Agreement Between the Government of the United States of America and the Government of the Republic of the Philippines on Military Assistance to the Philippines, signed at Manila on March 21, 1947”

and to state that the terms and conditions thereof are acceptable to my Government, subject to the understanding that paragraph 10 of your note shall read as follows:

“10. The agreement between the two Governments signed at Manila March 21, 1947, is hereby extended for a further period of two years and shall terminate July 4, 1953, the Government of the Philippines reserving the right to request extension as provided in Article 3 of the Military Assistance Agreement of March 21, 1947.”

I will appreciate official confirmation of Your Excellency's oral assurance that your Government is agreeable to the provisions of Article 10 as above modified.

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

F NERI

Felino Neri
Undersecretary

His Excellency

MYRON M. COWEN

*American Ambassador of the United States
Manila*

The American Ambassador to the Philippine Secretary of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA,

No. 0268

March 13, 1950.

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 09448 dated March 11, 1950 regarding the Supplement to the Agreement Between the Government of the United States of America and the Government of the Republic of the Philippines on Military Assistance to the Philippines, signed at Manila on March 21, 1947.

I desire to inform Your Excellency that my Government concurs in the rewording of paragraph 10 of the aforementioned Supplement to read as follows:

"10. The agreement between the two Governments signed at Manila March 21, 1947, is hereby extended for a further period of two years and shall terminate July 4, 1953, the Government of the Philippines reserving the right to request extension as provided in Article 3 of the Military Assistance Agreement of March 21, 1947."

Accept, Excellency, renewed assurances of my highest consideration.

MYRON M. COWEN
Ambassador

His Excellency

ELPIDIO QUIRINO

*Secretary of Foreign Affairs
of the Republic of the Philippines.*

ITALY

AIR TRANSPORT SERVICES

Agreement amending the agreement of February 6, 1948. Effectuated by exchange of notes dated at Washington March 21 and 24, 1950; entered into force March 24, 1950.

TIAS 2081
Mar. 21, 24,
1950

The Secretary of State to the Italian Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Italy and has the honor to refer to his note No. 1321 dated February 7, 1950 [1] with reference to the request for consultations between the Government of Italy and the Government of the United States to establish the route between Italy and the United States desired by the Italian Government for operation by the airline "LAI" (Linee Aeree Italiane), designated by the Government of Italy pursuant to Article 3 of the Air Transport Agreement [2] between the Government of Italy and the Government of the United States.

62 Stat., pt. 3, p. 3732.

The Department of State is in agreement that Schedule 2 of the Annex to the Air Transport Agreement between the Government of Italy and the Government of the United States should be amended to include the route suggested for a carrier designated by the Italian Government and suggests the following revision of Schedule 2 of that Agreement:

62 Stat., pt. 3, p. 3748.

"2. An airline or airlines designated by the Government of Italy shall be entitled to operate air services on the route indicated via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

Italy to Boston and New York, via Dublin, Shannon, and Gander."

It is the understanding of this Department that the above route would enable the designated carrier to exercise traffic rights at all points which have been requested in the application by "LAI" for a Foreign Air Carrier Permit. Under the procedures of the Civil Aeronautics Board, it is not necessary to name points at which technical stops are to be made.

If the proposed revision of Schedule 2 of the Annex to the Air Transport Agreement is acceptable to the Italian Government, the

¹ Not printed.

² Signed Feb. 6, 1948.

amendment may be considered to be effective upon the Ambassador's acceptance of this proposal.

J P B

DEPARTMENT OF STATE,

Washington,

March 21, 1950.

The Italian Ambassador to the Secretary of State

AMBASCIATA D'ITALIA
WASHINGTON, D. C.

The Italian Ambassador presents his compliments to the Honorable the Secretary of State and has the honor to refer to the Department's note of March 21, 1950, whereby the Department of State has declared to be in agreement that Schedule 2 of the Annex to the Air Transport Agreement between the Government of Italy and the Government of the United States should be amended for the inclusion of the route suggested for a carrier designated by the Italian Government.

The Italian Ambassador has also noted that the following revision of Schedule 2 of that Agreement is agreeable to the Department of State:

"2. An airline or airlines designated by the Government of Italy shall be entitled to operate air services on the route indicated via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph: Italy to Boston and New York, via Dublin, Shannon and Gander".

The Italian Ambassador concurs with the understanding of the Department of State that the above route would enable the designated carrier to exercise traffic rights at all points which have been requested in the application by LAI for a Foreign Air Carrier Permit. To any alternate weather route, the Italian Ambassador has taken note that under the procedure of the Civil Aeronautics Board it is not necessary to name points at which technical stops are to be made.

The Italian Ambassador has the honor to notify the Honorable the Secretary of State that the proposed revision of Schedule 2 of the Annex to the Air Transport Agreement, as specified above, is acceptable to the Italian Government.

Should the necessity arise in the future for the designation of other operational routes, the Italian Government may request consultation pursuant to the provisions of Article 10 of the Air Transport Agreement.

The Italian Ambassador has the honor to thank for the Department's kind interest in the matter.

E O

DEPARTMENT OF STATE

WASHINGTON, D. C., March 24, 1950.

Washington, D. C.

AUSTRALIA

PASSPORT VISA FEES

Agreement effected by exchange of notes signed at Canberra February 10, 1950; entered into force February 10, 1950, operative from March 1, 1950.

TIAS 2082
Feb. 10, 1950

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

MINISTER FOR EXTERNAL AFFAIRS.
CANBERRA. A.C.T.
10th February, 1950.

YOUR EXCELLENCY,

I have the honour to refer to discussions which have taken place between representatives of our two Governments on the question of visa fees and to confirm that on the understanding that the Government of the United States of America will waive visa fees in respect of Australian citizens proceeding to the United States of America for purposes other than permanent residence, the Government of Australia is likewise willing, with effect from 1st March 1950, to accord similar treatment in respect of United States citizens proceeding to Australia for purposes other than permanent residence.

As the Australian Government understands that the Government of the United States of America is in fact agreeable to granting reciprocal treatment to Australian citizens in this regard, I have the honour to propose that this Note and your confirmatory reply thereto be deemed to constitute and evidence the agreement reached between our two Governments in this matter.

I have the honour to be, With the highest consideration,
Your Excellency's most obedient servant,

PERCY C SPENDER
Minister of State for External Affairs.

His Excellency Mr. PETE JARMAN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
The United States Embassy,
Canberra. A.C.T.*

*The American Chargé d'Affaires ad interim to the Australian Minister
of State for External Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 20

FEBRUARY 10, 1950

SIR:

I have the honor to refer to your Note of today's date concerning discussions which have taken place between representatives of our two Governments on the question of visa fees and to confirm that the Government of the United States of America is agreeable to waiving visa fees, with effect from March 1, 1950, in respect of Australian citizens proceeding to the United States of America for purposes other than permanent residence on the understanding that the Government of Australia is likewise willing, with effect from March 1, 1950, to accord similar treatment in respect of United States citizens proceeding to Australia for purposes other than permanent residence.

Inasmuch as the Australian Government has expressed its agreement with this proposal, I have the honor to confirm that your Note of today's date together with this reply, do constitute and evidence the agreement reached between our two Governments in this matter.

I have the honor to be, Sir,

Your obedient servant,

ANDREW B. FOSTER

Andrew B. Foster

Charge d'Affairs ad interim

The Honorable PERCY CLAUDE SPENDER,

The Minister for External Affairs and External Territories,

Parliament House,

Canberra, A.C.T.

FINLAND

RECIPROCAL TRADE

*Agreement terminating the Reciprocal Trade Agreement of May 18, 1936.
Signed at Helsinki January 18, 1950; entered into force January 18, 1950.*

TIAS 2088
Jan. 18, 1950

AGREEMENT BETWEEN THE AMERIKAN YHDYSVALTAIN UNITED STATES OF AMERICA AND THE REPUBLIC OF FINLAND FOR THE TERMINATION OF THE TARIFF- AND TRADE AGREEMENT OF MAY 18, 1936

JA SUOMEN TASAVALLAN VÄLINEN SOPIMUS 18 PÄIVÄNÄ TOUKOKUUTA 1936 TEHDYN TARIFI- JA KAUPPASOPIMUKSEN LAKKAUT- TAMISESTA

Having undertaken tariff negotiations directed toward the accession of the Republic of Finland to the General Agreement on Tariffs and Trade,

The Governments of the United States of America and the Republic of Finland,

Hereby agree that the Tariff and Trade Agreement between the United States of America and the Republic of Finland, signed at Washington May 18, 1936, shall terminate when (1) the Republic of Finland becomes a contracting party to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof [1] and (2) all the concessions which were initially negotiated with Finland and are provided for in Schedule XX contained in Annex A to the Annecy Protocol of Terms of Accession to the General Agreement on Tariffs and Trade enter into force. [1]

Kätyään tariffineuvotteluja, ajatellen Suomen Tasavallan liittymistä tullitariffeja ja kauppa koskevaan yleissopimukseen, ja Amerikan Yhdysvaltain ja Suomen Tasavallan Hallitukset sopivat täten, että

Amerikan Yhdysvaltain ja Suomen Tasavallan kesken Washingtonissa 18 päivänä toukokuuta 1936 tehty tariffi- ja kauppasopimus lakkaa olemasta voimas saa, kun 1) Suomen Tasavalta tulee tullitariffeja ja kauppa koskevan yleissopimuksen sopimuspuoleksi sopimuksen XXXII artiklan määrittelemässä mielessä ja 2) kaikki ne myönnetykset tulevat voimaan, joista alkuaan on Suomen kanssa neuvoteltu ja jotka mainitaan tullitariffeja ja kauppa koskevaan yleissopimukseen liittymisestä tehtävän Annecy pöytäkirjan A-liitteeseen sisältyvässä luettelossa XX.

61 Stat., pts. 5 and 6.

50 Stat. 1436.

64 Stat., pt. 8, p. 8303.

¹ May 25, 1950.

IN WITNESS WHEREOF the VAKUUDEKSI ovat Amerikan representatives of the Govern- Yhdysvaltain ja Suomen Tasavallan Hallitusten edustajat al- America and the Republic of Fin- lekirjoittaneet tämän sopimuksen. land have signed this Agreement. TEHTIIN kahtena englannin-

DONE in duplicate, in the ja suomenkielisenä kappaleena, English and Finnish languages, kumpikin teksti yhtä todistus- both equally authentic, at Hel- voimaisena, Helsingissä kahdeksinkin this eighteenth day of Jan- santeesta päivänä tammikuuary, one thousand nine hundred ta tuhat yhdeksänsataa viisiky- and fifty. mmentä.

For the Government of the United States of America:
Amerikan Yhdysvaltain Hallituksen puolesta:

AVRA M. WARREN

[SEAL]

For the Government of the Republic of Finland:
Suomen Tasavallan Hallituksen puolesta:

CARL ENCKELL

[SEAL]

PORtUGAL

PASSPORT VISA FEES

Agreement effected by exchange of notes signed at Lisbon February 22 and 24, 1950; entered into force February 24, 1950, operative from April 1, 1950. TIAS 2084
Feb. 22, 24, 1950

The Portuguese Minister for Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECÇÃO GERAL
DOS
NEGÓCIOS ECONÓMICOS E CONSULARES

Proc. 517/G/49
Nº 9

LISBOA, 22 de Fevereiro de 1950

SENHOR EMBAIXADOR,

Tenho a honra de comunicar a V.Ex.^a que com o fim de facilitar a entrada de cidadãos americanos em Portugal o Governo Português está disposto a concluir com o Governo dos Estados Unidos da América um Acordo por troca de Notas nos termos seguintes:

1 - Os cidadãos americanos munidos de passaportes expedidos pelas competentes autoridades dos Estados Unidos poderão entrar livremente em Portugal Continental para permanência temporária em viagens de transito, negócios ou recreio sem necessidade de qualquer visto diplomático ou consular.

2 - Aos cidadãos portugueses admissíveis como não emigrantes, residentes em Portugal Continental, munidos de passaportes válidos expedidos pelas competentes autoridades portuguesas, serão concedidos, com o mínimo possível de formalidades, vistos gratuitos para entrada nos Estados Unidos.

De acordo com as conversas prèviamente havidas com a Embaixada dos Estados Unidos da America em Lisboa, fica entendido que no caso de individuos em viagem de negócios ou de recreio, conforme a Secção 3(2) do "Immigration Act" de 1924, e suas alterações, tais vistos serão válidos para uma ou mais entradas durante um período de vinte e quatro meses a contar da data em que forem concedidos; no caso de outros não-imigrantes, conforme o significado das outras clausulas da referida secção 3 do "Immigration Act", tais vistos serão válidos para uma ou mais entradas durante um período máximo de doze meses. A validade de tais vistos refere-se apenas ao período dentro do qual os mesmos podem ser utilizados para admissão num

porto de entrada dos Estados Unidos e suas possessões e não à duração da permanência permitida à data da entrada pelas autoridades americanas de imigração.

3 - Os cidadãos americanos ficam porém sujeitos à legislação, regulamentos e mais disposições respeitantes à permanência, residência e exercício de qualquer actividade profissional, remunerada ou não, aplicáveis aos estrangeiros em Portugal, em vigor na data em que aqueles entrarem em Portugal Continental; e reciprocamente os cidadãos portugueses ficam sujeitos à legislação, regulamentos e mais disposições respeitantes à residência, temporária ou permanente e ao exercício de qualquer actividade profissional aplicáveis aos estrangeiros nos Estados Unidos, em vigor na data em que entrarem naquele país.

4 - Se o Governo dos Estados Unidos concordar com o projecto em referência, e na convicção de que o presente Acordo resultará em benefício recíproco dos dois países, tenho a honra de sugerir que a presente Nota e a de resposta de V.Ex.^a em termos semelhantes sejam consideradas como representando o Acordo entre os nossos dois Governos.

5 - Este Acordo vigorará de 1 de Abril de 1950 a 31 de Dezembro de 1951 e continuará em vigor depois desta última data, se nenhuma das partes contratantes manifestar até 31 de Outubro de 1951 o desejo de que o mesmo termine.

Aproveito o ensejo para reiterar a V.Ex.^a os protestos da minha alta consideração./.

JOSÉ CAEIRO DA MATTIA

Sua Excelência

Senhor LINCOLN MAC VEAGH

Ebaixador dos Estados Unidos da América

em Lisboa, Portugal

etc., etc., etc.

Translation

MINISTRY OF FOREIGN AFFAIRS
OFFICE OF THE DIRECTOR GENERAL
OF
ECONOMIC AND CONSULAR AFFAIRS

Proc. 517/G/49
Nº 9

LISBON, February 22, 1950

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, in order to facilitate the entry of American citizens into Portugal, the Portuguese Government is disposed to conclude with the Government of the

United States of America an Agreement by exchange of notes in the following terms:

1. American citizens in possession of passports issued by the competent authorities of the United States may freely enter Continental Portugal for a temporary stay in transit or for business or pleasure without the need of any diplomatic or consular visa.

2. Eligible non-emigrant Portuguese citizens who are residents of Continental Portugal and are in possession of valid passports issued by the competent Portuguese authorities, will be granted visas with the minimum possible formalities, free of charge, for entry into the United States.

In accordance with the conversations previously held with the Embassy of the United States of America in Lisbon, it is understood that, in the case of visitors for business or pleasure within the meaning of Section 3(2) of the Immigration Act of 1924, as amended, such visas will be valid for one or more entries during a period of twenty-four months from the date on which the visa is issued; in the case of other non-immigrants within the meaning of the other clauses of the said Section 3 of the Immigration Act, such visas will be valid for one or more entries during a maximum period of twelve months. The validity of these visas relates only to the period in which they may be used for admission at a port of entry of the United States and its possessions and not to the length of stay permitted by the American immigration authorities at the time of entry.

3. American citizens will, however, remain subject to the legislation, regulations and other rules relating to sojourn, residence, and the exercise of any professional activity, whether or not remunerated, applicable to aliens in Portugal and in force on the date when they enter Continental Portugal; and, reciprocally, Portuguese citizens will remain subject to the legislation, regulations, and other rules relating to residence, temporary or permanent, and to the exercise of any professional activity applicable to aliens in the United States and in force on the date when they enter that country.

4. If the Government of the United States agrees to the proposal in question, and with the conviction that the present agreement will result in reciprocal benefits to the two countries, I have the honor to suggest that this note and Your Excellency's reply in similar terms be considered as representing the Agreement between our two governments.

5. This Agreement shall be in effect from April 1, 1950 to December 31, 1951, and shall continue in force after the latter date unless notice of a desire to terminate it is given by either of the contracting parties before October 31, 1951.

43 Stat. 154.
8 U. S. C. § 203 (2)

I take this opportunity to renew to Your Excellency the assurances of my high consideration.

JOSÉ CAEIRO DA MATTA

His Excellency

LINCOLN MACVEAGH

Ambassador of the United States of America

Lisbon, Portugal

etc., etc., etc.

The American Ambassador to the Portuguese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Lisbon, February 24, 1950

EXCELLENCY:

Ante, p. 461.

I have the honor to refer to Your Excellency's note No. 9 of February 22, 1950, which reads as follows:

"I have the honor to inform Your Excellency that, in order to facilitate the entry of Americans into Portugal, the Portuguese Government is disposed to conclude with the Government of the United States of America an agreement by exchange of notes in the following terms:

"1. American citizens in possession of valid passports issued by the competent authorities of the United States may freely enter continental Portugal for a temporary stay in transit or for business or pleasure without the need of any diplomatic or consular visa.

"2. Eligible non-immigrant Portuguese citizens who are residents of continental Portugal and are in possession of valid passports issued by the competent Portuguese authorities, will be granted non-immigrant passport visas with the minimum possible formalities, free of charge, for entry into the United States.

"In accordance with conversations previously held with the Embassy of the United States of America in Lisbon, it is understood that in the case of visitors for business or pleasure within the meaning of Section 3(2) of the Immigration Act of 1924, as amended, such visas will be valid for one or more entries during a period of twenty-four months from the date on which the visa is issued; in the case of other non-immigrants within the meaning of the other clauses of the said Section 3 of the Immigration Act, such visas will be valid for one or more entries during a maximum period of twelve months. The

validity of these visas relates only to the period in which they may be used for admission at a port of entry in the United States and its possessions and not to the length of stay permitted by the American immigration authorities at the time of entry.

"3. American citizens will, however, remain subject to the legislation, regulations and other rules in connection with permanent or temporary residence, and the exercise of any professional activity, whether or not remunerated, applicable to foreigners in Portugal and in force on the date when they enter continental Portugal; and reciprocally, Portuguese citizens remain subject to the legislation, regulations and other rules with respect to residence, temporary or permanent, and the exercise of any professional activity applicable to aliens in the United States and in force on the date when they enter that country.

"4. If the Government of the United States agrees with the proposal in question, and with the conviction that the present agreement will result in reciprocal benefits to the two countries, I have the honor to suggest that this note and Your Excellency's reply in similar terms be considered as representing the agreement between our two governments.

"5. This agreement will enter into effect on April 1, 1950, and will continue in full force after December 31, 1951, unless notice of desire to terminate it is given by either party on or before October 31, 1951.

Effective date; duration; termination.

"I take this opportunity to reiterate to Your Excellency the assurances of my high esteem."

It is with pleasure that I inform Your Excellency that the Government of the United States concurs in the terms of Your Excellency's note quoted above and agrees that that note, together with this acknowledgment, shall constitute an agreement between our two governments, to enter into effect and remain valid in accordance with Paragraph 5 thereof.

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

LINCOLN MACVEAGH

His Excellency

Dr. JOSE CAEIRO DA MATTIA,
Minister for Foreign Affairs,
Lisbon.

SPAIN

EXCHANGE OF OFFICIAL PUBLICATIONS

TIAS 2085
May 8, 1950

Agreement effected by exchange of notes signed at Madrid May 8, 1950; entered into force May 8, 1950.

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

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Spain in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Spain shall be the Cultural Relations Department (Dirección General de Relaciones Culturales) of the Ministry of Foreign Affairs.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Government of Spain by the National Library (Biblioteca Nacional).
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement

in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Spain, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

PAUL T. CULBERTSON
Chargé d'Affaires a.i.

MADRID, May 8, 1950

His Excellency,

ALBERTO MARTÍN ARTAJO,
Minister for Foreign Affairs,
Madrid.

*The Spanish Minister for Foreign Affairs to the American Chargé
d'Affaires ad interim*

MINISTERIO DE ASUNTOS EXTERIORES

Num. 356

MADRID, 8 de Mayo de 1950.

MUY SEÑOR MÍO:

Con referencia a la Nota de V. S. de fecha de hoy y a las conversaciones mantenidas en nombre de los Gobiernos de España y Estados Unidos de América respecto al intercambio de publicaciones oficiales, tengo la honra de comunicar a V. S. que el Gobierno de España está de acuerdo en establecer un cambio de publicaciones oficiales entre ambos Gobiernos en conformidad con las siguientes cláusulas:

1.—Cada uno de los dos Gobiernos suministrará regularmente un ejemplar de aquellas de sus publicaciones oficiales indicadas en una lista seleccionada, preparada por el otro Gobierno y comunicada por vía diplomática, subsiguientemente a la conclusión del presente acuerdo. La lista de publicaciones seleccionadas por cada Gobierno

podrá ser oportunamente revisada y ampliada, sin necesidad de ulteriores negociaciones, a fin de incluir cualquier otra publicación oficial del otro Gobierno, no especificada en la lista, o cualesquiera otras publicaciones de nuevos organismos que el otro Gobierno establezca en el futuro.

2.- El organismo oficial de intercambio para el envío de las publicaciones del Gobierno de los Estados Unidos de América será la "Smithsonian Institution".

El organismo oficial de cambio para el envío de las publicaciones del Gobierno de España será la Dirección General de Relaciones Culturales del Ministerio de Asuntos Exteriores.

3.- Las publicaciones serán recibidas en nombre de los Estados Unidos de América por la Biblioteca del Congreso ("Library of Congress") y en nombre del Gobierno de España por la Biblioteca Nacional de Madrid.

4.- El presente acuerdo no obliga a ninguno de los dos Gobiernos a suministrar formularios impresos, circulares que no tengan carácter público o publicaciones confidenciales.

5.- Cada uno de los dos Gobiernos se hará cargo de todos los gastos, incluyendo los costes de correos, ferrocarril y embarque que se produzcan como consecuencia del presente acuerdo, en relación con el transporte dentro de su propio país de las publicaciones de ambos Gobiernos y la expedición de sus propias publicaciones a un puerto u otro lugar adecuado razonablemente conveniente al organismo de intercambio del otro Gobierno.

6.- El presente acuerdo no será considerado como modificación de cualquier otro acuerdo de cambio existente entre un departamento u organismo de uno de los Gobiernos y un departamento u organismo del otro Gobierno.

El Gobierno de España considera que la Nota de V.S. y esta respuesta constituyen un acuerdo entre ambos Gobiernos sobre la cuestión, el cual entrará en vigor en la fecha de esta Nota.

Aprovecho gustoso esta oportunidad, para reiterar a V.S. las seguridades de mi distinguida consideración.

ALBERTO MARTIN ARTAJO

Sr. PAUL T. CULBERTSON.

Encargado de Negocios, a.i. de Estados Unidos de América.

etc. etc. etc.

Madrid.

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 356

SIR:

MADRID, May 8, 1950.

With reference to Your Excellency's note dated today and to the conversations which have been held on behalf of the Governments of Spain and the United States of America in regard to the exchange of official publications, I have the honor to communicate to Your Excellency that the Government of Spain agrees to the establishment of an exchange of official publications between the two governments in accordance with the following articles:

Ante, p. 468.

1. Each of the two Governments shall furnish regularly a copy of such of its official publications as are indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may in due course be revised and extended, without the necessity of subsequent negotiations, in order to include any other official publication of the other Government not specified in the list, or any other publications of new agencies which the other Government may establish in the future.

2. The official exchange agency for the sending of publications of the Government of the United States of America shall be the Smithsonian Institution.

The official exchange agency for the sending of publications of the Government of Spain shall be the Cultural Relations Department of the Ministry of Foreign Affairs.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Government of Spain by the National Library at Madrid.

4. The present agreement does not obligate either of the two Governments to furnish printed forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange agency of the other Government.

6. The present agreement shall not be considered as a modification of any other existing exchange agreement between a department or

agency of one of the Governments and a department or agency of the other Government.

The Government of Spain considers that Your Excellency's note and this reply constitute an agreement between the two Governments on the subject, which agreement shall enter into force on the date of this note.

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

ALBERTO MARTIN ARTAJO

Mr. PAUL T. CULBERTSON,
Chargé d'Affaires ad interim of the
United States of America.
etc. etc. etc.
Madrid.

YUGOSLAVIA

VISAS

Understanding effected by exchange of notes signed at Belgrade March 23 and 25, 1950; entered into force March 25, 1950, operative April 1, 1950.

TIAS 2087
Mar. 23, 25,
1950

The American Ambassador to the Yugoslav Minister of Foreign Affairs

BELGRADE, YUGOSLAVIA,
March 23, 1950.

MY DEAR MR. MINISTER:

With reference to the citizenship question which I had the honor to discuss with Marshal Tito during our conference January 26, and which Mr. Prica and I have discussed several times subsequently, I would appreciate your confirmation of my understanding of the position of the Yugoslav Government with regard to entry and exit visas for American citizens visiting Yugoslavia.

As of April 1, 1950, all American citizens, including American citizens of Yugoslav origin, who qualify for entry into Yugoslavia for temporary visits, will be granted Yugoslav entrance visas on their American passports, and all persons who enter Yugoslavia bearing American passports containing Yugoslav entrance visas will be granted exit permits. The phrase "American citizens of Yugoslav origin" is understood to include persons who are regarded by the American Government as American citizens by birth or naturalization in accordance with American law but who are at the same time regarded by the Yugoslav Government as Yugoslav citizens in accordance with Yugoslav law.

It is understood that the foregoing does not pertain to persons who apply for entry into Yugoslavia for permanent residence.

This clarification of the position of your Government will remove a misunderstanding which has created much difficulty in the past and will relieve my Government from the unwelcome necessity of marking American passports invalid for travel to Yugoslavia.

Sincerely yours,

GEORGE V. ALLEN

His Excellency

EDWARD KARDELJ,

*Minister of Foreign Affairs of the
Federal People's Republic of Yugoslavia.*

The Yugoslav Minister of Foreign Affairs to the American Ambassador

POTPRETSEDNIK VLADE FNRJ

I

MINISTAR INOSTRANIH POSLOVA [1]

BEOGRAD, March 25th, 1950

EXCELLENCY,

I have the honor to acknowledge the receipt of your letter dated March 23, 1950, which reads as follows:

"With reference to the citizenship question which I had the honor to discuss with Marshal Tito during our conference January 26, and which Mr. Prica and I have discussed several times subsequently, I would appreciate your confirmation of my understanding of the position of the Yugoslav Government with regard to entry and exit visas for American citizens visiting Yugoslavia.

As of April 1, 1950, all American citizens, including American citizens of Yugoslav origin, who qualify for entry into Yugoslavia for temporary visits, will be granted Yugoslav entrance visas on their American passports, and all persons who enter Yugoslavia bearing American passports containing Yugoslav entrance visas will be granted exit permits. The phrase "American citizens of Yugoslav origin" is understood to include persons who are regarded by the American Government as American citizens by birth or naturalization in accordance with American law but who are at the same time regarded by the Yugoslav Government as Yugoslav citizens in accordance with Yugoslav law.

It is understood that the foregoing does not pertain to persons who apply for entry into Yugoslavia for permanent residence.

This clarification of the position of your Government will remove a misunderstanding which has created much difficulty in the past and will relieve my Government from the unwelcome necessity of marking American passports invalid for travel to Yugoslavia."

I have the honor to inform you that I am in full agreement with your understanding of the matter treated in the above letter.

Sincerely yours,

KARDELJ.

His Excellency

Mr. GEORGE V. ALLEN,

*Ambassador Extraordinary and Plenipotentiary,
Embassy of the United States of America
Beograd*

¹ Vice President of the Government of the Federal People's Republic of Yugoslavia and Minister of Foreign Affairs.

ARGENTINA

DOUBLE TAXATION

Agreement effected by exchange of notes signed at Washington July 20, 1950; entered into force July 20, 1950, operative retroactively for taxable years beginning on or after January 1, 1946.

TIAS 2088
July 20, 1950

The Argentine Ambassador to the Secretary of State

EMBAJADA
de la
REPÚBLICA ARGENTINA

D. E. N° 249

WASHINGTON, julio 20,
Año Del Libertador General San Martín 1950.

SEÑOR SECRETARIO:

Tengo el honor de informar a Vuestra Excelencia en nombre del Gobierno de la República Argentina que, con el fin de evitar la doble imposición de las rentas provenientes del ejercicio de la navegación marítima y aérea y para estimular el intercambio comercial con los Estados Unidos de América, el Gobierno Argentino conviene en lo siguiente:

1º) El Gobierno Argentino, en uso de las atribuciones que le confiere el artículo 10 de la Ley N° 11.682 (Texto ordenado en 1947), otorgará, a título de reciprocidad, la exención del impuesto a los réditos y de todo otro impuesto sobre beneficios, a los ingresos de corporaciones organizadas en los Estados Unidos de América o de personas físicas individuales de nacionalidad estadounidense residentes en los Estados Unidos y sin residencia en la Argentina, provenientes de la explotación de barcos o aviones matriculados o inscriptos bajo las leyes de los Estados Unidos de América, que paran en puertos argentinos o aterrizan en aeropuertos argentinos.

2º) La frase "explotación de barcos o aviones" significa el negocio, realizado por dueños o fletadores de barcos o aviones, de transporte de personas, incluso el embarque y desembarque de pasajeros, y transporte de artículos, incluso la carga y descarga de los mismos.

3º) La frase "corporaciones organizadas en los Estados Unidos de América" significa cualquier compañía o sociedad anónima u otra persona jurídica organizada de acuerdo con las leyes de los Estados Unidos de América y cuya sede y administración central esté situada dentro del territorio de dicho país. Se estimará que esa frase comprende también al Gobierno de los Estados Unidos de América o a cualquier compañía u organismo del mismo.

4º) Las exenciones concedidas en el párrafo primero comprenderán todos los beneficios obtenidos por la explotación de barcos o aviones con respecto a los años fiscales que comienzan en o después del 1º de enero de 1946. El Gobierno de la República Argentina podrá poner término a este Acuerdo, en cualquier momento, con aviso previo de seis meses, dado por escrito al Gobierno de los Estados Unidos de América.

El Gobierno Argentino considerará que esta nota, junto con una respuesta de Vuestra Excelencia confirmando que el Gobierno de los Estados Unidos conviene en términos correspondientes a los que anteceden, constituye un Acuerdo entre ambos Gobiernos.

Acepte, Excelencia, las seguridades de mi más alta y distinguida consideración.

[SEAL]

J. REMORINO

Jeronimo Remorino

Embajador

A Su Excelencia el Señor Secretario de Estado

Don DEAN ACHESON
Washington, D.C.

Translation

EMBASSY
OF THE
ARGENTINE REPUBLIC
D. E. No. 349

WASHINGTON, July 20,
Year of the Liberator General San Martín 1950.

MR. SECRETARY:

I have the honor to inform Your Excellency in the name of the Government of the Argentine Republic that, with a view to the avoidance of double taxation of earnings derived from the operation of ships and aircraft and to promote trade with the United States of America, the Argentine Government agrees to the following:

1. The Argentine Government, exercising the powers conferred by Article 10 of Law No. 11,682 (Text enacted in 1947), shall, on the basis of reciprocity, exempt from tax on income and from any other tax on profits, the earnings of corporations organized in the United States of America, or of individuals who are nationals of and resident in the United States and are not resident in Argentina, derived from the operation of ships or aircraft registered or documented under the laws of the United States of America which call at Argentine ports or land at Argentine airports.

2. The expression "operation of ships or aircraft" means the business, carried on by owners or charterers of ships or aircraft, of transporting persons, including the embarking and landing of passengers, and transporting articles, including the loading and unloading thereof.

3. The expression "corporations organized in the United States of America" means any company or corporation or other juridical person organized in accordance with the laws of the United States of America and the head office and central administration of which are situated within the territory of that country. The expression shall be deemed to include also the Government of the United States of America or any company or agency thereof.

4. The exemptions provided for in paragraph 1 shall extend to all earnings derived from the operation of ships or aircraft with respect to fiscal years beginning on or after January 1, 1946. The Government of the Argentine Republic may terminate this agreement, at any time, by giving to the Government of the United States of America notice in writing six months in advance.

The Argentine Government will consider that this note, together with a reply from Your Excellency confirming that the Government of the United States of America agrees to terms corresponding with those outlined above, constitutes an Agreement between the two Governments.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

[SEAL]

J. REMORINO
Jeronimo Remorino
Ambassador

His Excellency

DEAN ACHESON

Secretary of State
Washington, D. C.

The Secretary of State to the Argentine Ambassador

DEPARTMENT OF STATE
WASHINGTON
July 20, 1950

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of this date, in which it is stated that, with a view to the avoidance of double taxation on earnings derived from the operation of ships and aircraft and to promote trade with the United States of

America, the Argentine Government agrees to exemption in the terms stated in that note. Reciprocally, the Government of the United States of America agrees to the following:

1. The Government of the United States of America, in accordance with Sections 212 (b) and 231 (d) of the United States Internal Revenue Code (as amended by Public Law 514 approved May 4, 1948), shall, on the basis of reciprocity, exempt from tax on income and from any other tax on profits the earnings of corporations organized in Argentina or of individuals who are nationals of and resident in Argentina and are not resident in the United States of America derived from the operation of ships or aircraft, documented or registered under the laws of Argentina, which call at ports of the United States of America or land at airports in the United States of America.
2. The expression "operation of ships or aircraft" means the business, carried on by owners or charterers of ships or aircraft, of transporting persons, including the embarking and landing of passengers, and transporting articles, including the loading and unloading thereof.
3. The expression "corporations organized in Argentina" means any stock company or other juridical person organized in accordance with the laws of Argentina and the head office and central administration of which are situated within the territory of that country. The expression shall be deemed to include also the Government of Argentina or any company or agency thereof.
4. The exemptions provided for in paragraph 1 shall extend to all earnings derived from the operation of ships or aircraft with respect to taxable years beginning on or after January 1, 1946. The Government of the United States of America may terminate this agreement by giving to the Government of Argentina notice in writing six months in advance.

The Government of the United States of America will consider Your Excellency's note above-mentioned, together with this note in reply, as constituting an agreement between the two Governments.

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

DEAN ACHESON
Secretary of State

His Excellency
Dr. Don JERÓNIMO REMORINO,
Ambassador of the Argentine Republic.

53 Stat. 76, 78; 62
Stat. 210.
26 U.S.C. §§ 212(b),
231 (d).

MULTILATERAL NORTHWEST ATLANTIC FISHERIES

Convention dated at Washington February 8, 1949; ratification advised by the Senate of the United States of America August 17, 1949; ratified by the President of the United States of America September 1, 1949; ratification of the United States of America deposited September 1, 1949; proclaimed by the President of the United States of America July 17, 1950; entered into force July 3, 1950.

TIAS 2089
Feb. 8, 1949

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION

WHEREAS the International Convention for the Northwest Atlantic Fisheries was signed at Washington under date of February 8, 1949 by the respective plenipotentiaries of the Governments of the United States of America, Canada, Denmark, France (with a reservation), Iceland, Italy, Newfoundland, Norway, Portugal, Spain (with a reservation), and the United Kingdom of Great Britain and Northern Ireland;

WHEREAS the text of the said Convention, in the English language, is word for word as follows:

INTERNATIONAL CONVENTION FOR THE NORTHWEST ATLANTIC FISHERIES

The Governments whose duly authorized representatives have subscribed hereto, sharing a substantial interest in the conservation of the fishery resources of the Northwest Atlantic Ocean, have resolved to conclude a convention for the investigation, protection and conservation of the fisheries of the Northwest Atlantic Ocean, in order to make possible the maintenance of a maximum sustained catch from those fisheries and to that end have, through their duly authorized representatives, agreed as follows:

ARTICLE I

The Convention area.

1. The area to which this Convention applies, hereinafter referred to as "the Convention area", shall be all waters, except territorial waters, bounded by a line beginning at a point on the coast of Rhode Island in $71^{\circ}40'$ west longitude; thence due south to $39^{\circ}00'$ north latitude; thence due east to $42^{\circ}00'$ west longitude; thence due north to $59^{\circ}00'$ north latitude; thence due west to $44^{\circ}00'$ west longitude; thence due north to the coast of Greenland; thence along the west coast of Greenland to $78^{\circ}10'$ north latitude; thence southward to a point in $75^{\circ}00'$ north latitude and $73^{\circ}30'$ west longitude; thence along a rhumb line to a point in $69^{\circ}00'$ north latitude and $59^{\circ}00'$ west longitude; thence due south to $61^{\circ}00'$ north latitude; thence due west to $64^{\circ}30'$ west longitude; thence due south to the coast of Labrador; thence in a southerly direction along the coast of Labrador to the southern terminus of its boundary with Quebec; thence in a westerly direction along the coast of Quebec, and in an easterly and southerly direction along the coasts of New Brunswick, Nova Scotia, and Cape Breton Island to Cabot Strait; thence along the coasts of Cape Breton Island, Nova Scotia, New Brunswick, Maine, New Hampshire, Massachusetts, and Rhode Island to the point of beginning.

2. Nothing in this Convention shall be deemed to affect adversely (prejudice) the claims of any Contracting Government in regard to the limits of territorial waters or to the jurisdiction of a coastal state over fisheries.

3. The Convention area shall be divided into five sub-areas, the boundaries of which shall be those defined in the Annex to this Convention, subject to such alterations as may be made in accordance with the provisions of paragraph 2 of Article VI.

Sub-areas.

Post, p. 488.

ARTICLE II

1. The Contracting Governments shall establish and maintain a Commission for the purposes of this Convention. The Commission shall be known as the International Commission for the Northwest Atlantic Fisheries, hereinafter referred to as "the Commission". The Commission.
2. Each of the Contracting Governments may appoint not more than three Commissioners and one or more experts or advisers to assist its Commissioner or Commissioners.
3. The Commission shall elect from its members a Chairman and a Vice Chairman, each of whom shall serve for a term of two years and shall be eligible for re-election but not to a succeeding term. The Chairman and Vice Chairman must be Commissioners from different Contracting Governments. Chairman; Vice Chairman.
4. The seat of the Commission shall be in North America at a place to be chosen by the Commission. Seat of Commission.
5. The Commission shall hold a regular annual meeting at its seat or at such place in North America as may be agreed upon by the Commission. Annual meeting.
6. Any other meeting of the Commission may be called by the Chairman at such time and place as he may determine, upon the request of the Commissioner of a Contracting Government and subject to the concurrence of the Commissioners of two other Contracting Governments, including the Commissioner of a Government in North America.
7. Each Contracting Government shall have one vote which may be cast by any Commissioner from that Government. Decisions of the Commission shall be taken by a two-thirds majority of the votes of all the Contracting Governments. Votes; decisions.
8. The Commission shall adopt, and amend as occasion may require, financial regulations and rules and by-laws for the conduct of its meetings and for the exercise of its functions and duties. Financial regulations, etc.

ARTICLE III

1. The Commission shall appoint an Executive Secretary according to such procedure and on such terms as it may determine. Executive Secretary.
2. The staff of the Commission shall be appointed by the Executive Secretary in accordance with such rules and procedures as may be determined and authorized by the Commission. Staff.
3. The Executive Secretary shall, subject to the general supervision of the Commission, have full power and authority over the staff and shall perform such other functions as the Commission shall prescribe. Powers and functions.

ARTICLE IV

Panels.

1. The Contracting Governments shall establish and maintain a Panel for each of the sub-areas provided for by Article I, in order to carry out the objectives of this Convention. Each Contracting Government participating in any Panel shall be represented on such Panel by its Commissioner or Commissioners, who may be assisted by experts or advisers. Each Panel shall elect from its members a Chairman who shall serve for a period of two years and shall be eligible for re-election but not to a succeeding term.

Review of representation.

2. After this Convention has been in force for two years, but not before that time, Panel representation shall be reviewed annually by the Commission, which shall have the power, subject to consultation with the Panel concerned, to determine representation on each Panel on the basis of current substantial exploitation in the sub-area concerned of fishes of the cod group (*Gadiformes*), of flat-fishes (*Pleuronectiformes*), and of rosefish (*genus Sebastes*), except that each Contracting Government with coastline adjacent to a sub-area shall have the right of representation on the Panel for the sub-area.

By-laws, etc.

3. Each Panel may adopt, and amend as occasion may require, rules of procedure and by-laws for the conduct of its meetings and for the exercise of its functions and duties.

Votes and decisions.

4. Each Government participating in a Panel shall have one vote, which shall be cast by a Commissioner representing that Government. Decisions of the Panel shall be taken by a two-thirds majority of the votes of all the Governments participating in that Panel.

5. Commissioners of Contracting Governments not participating in a particular Panel shall have the right to attend the meetings of such Panel as observers, and may be accompanied by experts and advisers.

6. The Panels shall, in the exercise of their functions and duties, use the services of the Executive Secretary and the staff of the Commission.

ARTICLE V

Advisory Committee.

1. Each Contracting Government may set up an Advisory Committee composed of persons, including fishermen, vessel owners and others, well informed concerning the problems of the fisheries of the Northwest Atlantic Ocean. With the assent of the Contracting Government concerned, a representative or representatives of an Advisory Committee may attend as observers all non-executive meetings of the Commission or of any Panel in which their Government participates.

Public hearings.

2. The Commissioners of each Contracting Government may hold public hearings within the territories they represent.

ARTICLE VI

1. The Commission shall be responsible in the field of scientific investigation for obtaining and collating the information necessary for maintaining those stocks of fish which support international fisheries in the Convention area and the Commission may, through or in collaboration with agencies of the Contracting Governments or other public or private agencies and organizations or, when necessary, independently:

Responsibilities of
Commission.

- (a) make such investigations as it finds necessary into the abundance, life history and ecology of any species of aquatic life in any part of the Northwest Atlantic Ocean;
- (b) collect and analyze statistical information relating to the current conditions and trends of the fishery resources of the Northwest Atlantic Ocean;
- (c) study and appraise information concerning the methods for maintaining and increasing stocks of fish in the Northwest Atlantic Ocean;
- (d) hold or arrange such hearings as may be useful or essential in connection with the development of complete factual information necessary to carry out the provisions of this Convention;
- (e) conduct fishing operations in the Convention area at any time for purposes of scientific investigation;
- (f) publish and otherwise disseminate reports of its findings and statistical, scientific and other information relating to the fisheries of the Northwest Atlantic Ocean as well as such other reports as fall within the scope of this Convention.

2. Upon the unanimous recommendation of each Panel affected, the Commission may alter the boundaries of the sub-areas set out in the Annex. Any such alteration shall forthwith be reported to the Depositary Government which shall inform the Contracting Governments, and the sub-areas defined in the Annex shall be altered accordingly.

Alteration of bound-
aries of sub-areas.

Post, p. 488.

3. The Contracting Governments shall furnish to the Commission, at such time and in such form as may be required by the Commission, the statistical information referred to in paragraph 1 (b) of this Article.

ARTICLE VII

1. Each Panel established under Article IV shall be responsible for keeping under review the fisheries of its sub-area and the scientific and other information relating thereto.

Responsibility o
Panel.

2. Each Panel, upon the basis of scientific investigations, may make recommendations to the Commission for joint action by the Con-

tracting Governments on the matters specified in paragraph 1 of Article VIII.

3. Each Panel may recommend to the Commission studies and investigations within the scope of this Convention which are deemed necessary in the development of factual information relating to its particular sub-area.

4. Any Panel may make recommendations to the Commission for the alteration of the boundaries of the sub-areas defined in the Annex.

5. Each Panel shall investigate and report to the Commission upon any matter referred to it by the Commission.

6. A Panel shall not incur any expenditure except in accordance with directions given by the Commission.

ARTICLE VIII

1. The Commission may, on the recommendations of one or more Panels, and on the basis of scientific investigations, transmit to the Depositary Government proposals, for joint action by the Contracting Governments, designed to keep the stocks of those species of fish which support international fisheries in the Convention area at a level permitting the maximum sustained catch by the application, with respect to such species of fish, of one or more of the following measures:

- (a) establishing open and closed seasons;
- (b) closing to fishing such portions of a sub-area as the Panel concerned finds to be a spawning area or to be populated by small or immature fish;
- (c) establishing size limits for any species;
- (d) prescribing the fishing gear and appliances the use of which is prohibited;
- (e) prescribing an over-all catch limit for any species of fish.

2. Each recommendation shall be studied by the Commission and thereafter the Commission shall either

- (a) transmit the recommendation as a proposal to the Depositary Government with such modifications or suggestions as the Commission may consider desirable, or
- (b) refer the recommendation back to the Panel with comments for its reconsideration.

3. The Panel may, after reconsidering the recommendation returned to it by the Commission, reaffirm that recommendation, with or without modification.

4. If, after a recommendation is reaffirmed, the Commission is unable to adopt the recommendation as a proposal, it shall send a copy of the recommendation to the Depositary Government with a

report of the Commission's decision. The Depositary Government shall transmit copies of the recommendation and of the Commission's report to the Contracting Governments.

5. The Commission may, after consultation with all the Panels, transmit proposals to the Depositary Government within the scope of paragraph 1 of this Article affecting the Convention area as a whole.

6. The Depositary Government shall transmit any proposal received by it to the Contracting Governments for their consideration and may make such suggestions as will facilitate acceptance of the proposal.

7. The Contracting Governments shall notify the Depositary Government of their acceptance of the proposal, and the Depositary Government shall notify the Contracting Governments of each acceptance communicated to it, including the date of receipt thereof.

8. The proposal shall become effective for all Contracting Governments four months after the date on which notifications of acceptance shall have been received by the Depositary Government from all the Contracting Governments participating in the Panel or Panels for the sub-area or sub-areas to which the proposal applies.

9. At any time after the expiration of one year from the date on which a proposal becomes effective, any Panel Government for the sub-area to which the proposal applies may give to the Depositary Government notice of the termination of its acceptance of the proposal and, if that notice is not withdrawn, the proposal shall cease to be effective for that Panel Government at the end of one year from the date of receipt of the notice by the Depositary Government. At any time after a proposal has ceased to be effective for a Panel Government under this paragraph, the proposal shall cease to be effective for any other Contracting Government upon the date a notice of withdrawal by such Government is received by the Depositary Government. The Depositary Government shall notify all Contracting Governments of every notice under this paragraph immediately upon the receipt thereof.

ARTICLE IX

The Commission may invite the attention of any or all Contracting Governments to any matters which relate to the objectives and purposes of this Convention.

ARTICLE X

1. The Commission shall seek to establish and maintain working arrangements with other public international organizations which have related objectives, particularly the Food and Agriculture Organization of the United Nations and the International Council for the Exploration of the Sea, to ensure effective collaboration and coordi-

Collaboration w/
other internat
organizations.

nation with respect to their work and, in the case of the International Council for the Exploration of the Sea, the avoidance of duplication of scientific investigations.

2. The Commission shall consider, at the expiration of two years from the date of entry into force of this Convention, whether or not it should recommend to the Contracting Governments that the Commission be brought within the framework of a specialized agency of the United Nations.

ARTICLE XI

Expenses of Commissioners.

Annual budgets.

1. Each Contracting Government shall pay the expenses of the Commissioners, experts and advisers appointed by it.

2. The Commission shall prepare an annual administrative budget of the proposed necessary administrative expenditures of the Commission and an annual special projects budget of proposed expenditures on special studies and investigations to be undertaken by or on behalf of the Commission pursuant to Article VI or by or on behalf of any Panel pursuant to Article VII.

3. The Commission shall calculate the payments due from each Contracting Government under the annual administrative budget according to the following formula:

(a) from the administrative budget there shall be deducted a sum of 500 United States dollars for each Contracting Government;

(b) the remainder shall be divided into such number of equal shares as corresponds to the total number of Panel memberships;

(c) the payment due from any Contracting Government shall be the equivalent of 500 United States dollars plus the number of shares equal to the number of Panels in which that Government participates.

4. The Commission shall notify each Contracting Government the sum due from that Government as calculated under paragraph 3 of this Article and as soon as possible thereafter each Contracting Government shall pay to the Commission the sum so notified.

5. The annual special projects budget shall be allocated to the Contracting Governments according to a scale to be determined by agreement among the Contracting Governments, and the sums so allocated to any Contracting Government shall be paid to the Commission by that Government.

6. Contributions shall be payable in the currency of the country in which the seat of the Commission is located, except that the Commission may accept payment in the currencies in which it may be anticipated that expenditures of the Commission will be made from time

to time, up to an amount established each year by the Commission in connection with the preparation of the annual budgets.

7. At its first meeting the Commission shall approve an administrative budget for the balance of the first financial year in which the Commission functions and shall transmit to the Contracting Governments copies of that budget together with notices of their respective allocations.

8. In subsequent financial years, the Commission shall submit to each Contracting Government drafts of the annual budgets together with a schedule of allocations, not less than six weeks before the annual meeting of the Commission at which the budgets are to be considered.

ARTICLE XII

The Contracting Governments agree to take such action as may be necessary to make effective the provisions of this Convention and to implement any proposals which become effective under paragraph 8 of Article VIII. Each Contracting Government shall transmit to the Commission a statement of the action taken by it for these purposes.

ARTICLE XIII

The Contracting Governments agree to invite the attention of any Government not a party to this Convention to any matter relating to the fishing activities in the Convention area of the nationals or vessels of that Government which appear to affect adversely the operations of the Commission or the carrying out of the objectives of this Convention.

ARTICLE XIV

The Annex, as attached to this Convention and as modified from time to time, forms an integral part of this Convention.

Post, p. 488.

ARTICLE XV

1. This Convention shall be ratified by the signatory Governments and the instruments of ratification shall be deposited with the Government of the United States of America, referred to in this Convention as the "Depositary Government".

2. This Convention shall enter into force upon the deposit of instruments of ratification by four signatory Governments,^[1] and shall enter into force with respect to each Government which subsequently ratifies on the date of the deposit of its instrument of ratification.

Post, p. 490.

3. Any Government which has not signed this Convention may adhere thereto by a notification in writing to the Depositary Govern-

Adherence.

^[1] July 3, 1950.

ment. Adherences received by the Depositary Government prior to the date of entry into force of this Convention shall become effective on the date this Convention enters into force. Adherences received by the Depositary Government after the date of entry into force of this Convention shall become effective on the date of receipt by the Depositary Government.

4. The Depositary Government shall inform all signatory Governments and all adhering Governments of all ratifications deposited and adherences received.

5. The Depositary Government shall inform all Governments concerned of the date this Convention enters into force.

ARTICLE XVI

Withdrawal.

1. At any time after the expiration of ten years from the date of entry into force of this Convention, any Contracting Government may withdraw from the Convention on December thirty-first of any year by giving notice on or before the preceding June thirtieth to the Depositary Government which shall communicate copies of such notice to the other Contracting Governments.

2. Any other Contracting Government may thereupon withdraw from this Convention on the same December thirty-first by giving notice to the Depositary Government within one month of the receipt of a copy of a notice of withdrawal given pursuant to paragraph 1 of this Article.

ARTICLE XVII

Deposit.

1. The original of this Convention shall be deposited with the Government of the United States of America, which Government shall communicate certified copies thereof to all the signatory Governments and all the adhering Governments.

2. The Depositary Government shall register this Convention with the Secretariat of the United Nations.

3. This Convention shall bear the date on which it is opened for signature and shall remain open for signature for a period of fourteen days thereafter.

IN WITNESS WHEREOF the undersigned, having deposited their respective full powers, have signed this Convention.

DONE in Washington this eighth day of February 1949 in the English language.

FOR CANADA:

STEWART BATES.

FOR DENMARK:

B DINESEN

FOR FRANCE:

With a reservation excluding paragraph 2 of Article I

M TERRIN

FOR ICELAND:

THOR THORS.

FOR ITALY:

ALBERTO TARCHIANI

FOR HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM AND
THE GOVERNMENT OF NEWFOUNDLAND IN RESPECT OF NEW-
FOUNDLAND:

R GUSHUE

W. TEMPLEMAN

FOR NORWAY:

KLAUS SUNNANÅ

GUNNAR ROLLEFSEN

OLAV LUND

FOR PORTUGAL:

MANUEL CARLOS QUINTÃO MEYRELLES

ALFREDO DE MAGALHÃES RAMALHO

JOSÉ AUGUSTO CORREIA DE BARROS

AMÉRICO ANGELO TAVARES DE ALMEIDA

C frag

FOR SPAIN:

Reserving paragraph 2 of Article I

GERMÁN BARÁIBAR

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND:

A. T. A. DOBSON

A. J. AGLEN

FOR THE UNITED STATES OF AMERICA:

W. M. CHAPMAN

WILLIAM E. S. FLORY

HILARY J. DEASON

FREDERICK L. ZIMMERMANN

ANNEX

Ante, p. 478.

1. The sub-areas provided for by Article I of this Convention shall be as follows:

Sub-area 1 – That portion of the Convention area which lies to the north and east of a rhumb line from a point in 75°00' north latitude and 73°30' west longitude to a point in 69°00' north latitude and 59°00' west longitude; east of 59°00' west longitude; and to the north and east of a rhumb line from a point in 61°00' north latitude and 59°00' west longitude to a point in 52°15' north latitude and 42°00' west longitude.

Sub-area 2 – That portion of the Convention area lying to the south and west of sub-area 1 defined above and to the north of the parallel of 52°15' north latitude.

Sub-area 3 – That portion of the Convention area lying south of the parallel of 52°15' north latitude; and to the east of a line extending due north from Cape Bauld on the north coast of Newfoundland to 52°15' north latitude; to the north of the parallel of 39°00' north latitude; and to the east and north of a rhumb line extending in a northwesterly direction which passes through a point in 43°30' north latitude, 55°00' west longitude, in the direction of a point in 47°50' north latitude, 60°00' west longitude, until it intersects a straight line connecting Cape Ray, on the coast of Newfoundland, with Cape North on Cape Breton Island; thence in a northeasterly direction along said line to Cape Ray.

Sub-area 4 – That portion of the Convention area lying to the west of sub-area 3 defined above, and to the east of a line described as follows: beginning at the terminus of the international boundary between the United States of America and Canada in Grand Manan Channel, at a point in 44°46'35.34" north latitude, 66°54'11.23" west longitude; thence due south to the parallel of 43°50' north latitude; thence due west to the meridian of 67°40' west longitude; thence due south to the parallel of 42°20' north latitude; thence due east to a point in 66°00' west longitude; thence along a rhumb line in a south-easterly direction to a point in 42°00' north latitude, 65°40' west longitude; thence due south to the parallel of 39°00' north latitude.

Sub-area 5 – That portion of the Convention area lying west of the western boundary of sub-area 4 defined above.

2. For a period of two years from the date of entry into force of this Convention, Panel representation for each sub-area shall be as follows:

- (a) *Sub-area 1*—Denmark, France, Italy, Norway, Portugal, Spain, United Kingdom;
- (b) *Sub-area 2*—Denmark, France, Italy, Newfoundland;
- (c) *Sub-area 3*—Canada, Denmark, France, Italy, Newfoundland, Portugal, Spain, United Kingdom;
- (d) *Sub-area 4*—Canada, France, Italy, Newfoundland, Portugal, Spain, United States;
- (e) *Sub-area 5*—Canada, United States;

it being understood that during the period between the signing of this Convention and the date of its entry into force, any signatory or adhering Government may, by notification to the Depositary Government, withdraw from the list of members of a Panel for any sub-area or be added to the list of members of the Panel for any sub-area on which it is not named. The Depositary Government shall inform all the other Governments concerned of all such notifications received and the memberships of the Panels shall be altered accordingly.

I CERTIFY THAT the foregoing is a true copy of the International Convention for the Northwest Atlantic Fisheries, including the Annex attached thereto, signed at Washington under date of February 8, 1949 in the English language, 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 twenty-fifth day of February, 1949.

[SEAL]

DEAN ACHESON
Secretary of State

M. P. CHAUVIN
Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by their Resolution of August 17, 1949, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention;

WHEREAS the said Convention was duly ratified by the President of the United States of America on September 1, 1949, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article XV of the said Convention that the Convention shall enter into force upon the deposit of instruments of ratification by four signatory Governments;

Deposit of instruments of ratification.

WHEREAS instruments of ratification of the said Convention have been deposited with the Government of the United States of America by the Governments of the following states, namely : the United States of America on September 1, 1949; the United Kingdom of Great Britain and Northern Ireland on December 15, 1949; Iceland on February 13, 1950; and Canada on July 3, 1950 with the following observation : "That ratification by Canada of the Convention extends to Newfoundland, and that any claims Canada may have in regard to the limits of territorial waters or to the jurisdiction over fisheries, particularly as a result of the entry of Newfoundland into Confederation, will not be prejudiced";

WHEREAS, pursuant to the aforesaid provision of Article XV of the said Convention, the Convention entered into force on July 3, 1950;

Now, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said International Convention for the Northwest Atlantic Fisheries to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after July 3, 1950, 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 seventeenth day of July in the year of our Lord one thousand nine hundred fifty and of the [SEAL] Independence of the United States of America the one hundred seventy-fifth.

HARRY S. TRUMAN

By the President:

DEAN ACHESON

Secretary of State

MEXICO

PASSPORT VISA FEES

Agreement and supplement effected by exchanges of notes signed at México May 3, 1950; entered into force May 3, 1950, operative June 1, 1950.

TIAS 2090
May 3, 1950

The Mexican Acting Minister for Foreign Relations to the American Ambassador [1]

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO [2]

612060

México, D. F., a 3 de mayo de 1950.

EXCELENCIA:

Como resultado de las conversaciones efectuadas recientemente en esta Capital entre funcionarios norteamericanos y mexicanos con el objeto de formular un arreglo para establecer recíprocamente los derechos que se cobrarán por la documentación de ciudadanos mexicanos que viajen a los Estados Unidos en forma temporal y de ciudadanos de los Estados Unidos que en forma similar viajen a México, me es grato manifestar a Vuestra Excelencia que el Gobierno de los Estados Unidos Mexicanos está dispuesto, siempre que el Gobierno de Vuestra Excelencia esté de acuerdo, en que, a partir del día primero de junio próximo, se pongan en vigor las siguientes disposiciones, que substituirán a las establecidas mediante cambio de notas efectuado los días 6 y 7 de octubre de 1925 entre esa Embajada y esta Secretaría.

DERECHOS MEXICANOS.

DERECHOS AMERICANOS.

Todas las cantidades que se mencionan son en moneda del curso legal de los Estados Unidos de América.

1. – A los funcionarios acreditados del Gobierno de los Estados Unidos de México, sus familiares, sus familias, ayudantes, servidores, ayudantes, servidumbre y dumbre y empleados, se expedirá VISA OFICIAL, de acuerdo con el Artículo 37 de la Ley General de Inmigración de Población, válida para internarse 1924, válida por 12 meses y con

¹ The text of this note is quoted, in English translation, in the American Ambassador's reply note of May 3, 1950, post, p. 495.

² Ministry of Foreign Relations of the United Mexican States, Mexico.

al país dentro de un plazo de 12 un número ilimitado de solicitudes meses, contados a partir de la fecha de entradas.

fecha de expedición, y con un número ilimitado de entradas.

DERECHOS: GRATIS.

2. - A los ciudadanos americanos que se dirijan a México exclusivamente por motivos de recreo 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 3 meses contados a partir de la fecha de expedición.

Derechos: \$ 3.00

DERECHOS: GRATIS.

2. - A los ciudadanos mexicanos que se dirijan a los Estados Unidos exclusivamente por motivo de recreo o en tránsito se expedirá VISA DE NO INMIGRANTE, de acuerdo con las Secciones 3 (2) y 3 (3), válida por 3 meses y con derecho a internarse al país, por una sola vez, una sola solicitud de entrada.

Derechos: \$ 3.00

3. - A los ciudadanos americanos que se dirijan a México en viaje de negocios, se expedirá TARJETA DE VISITANTE, de acuerdo con el Artículo 50, Fracción III, de la misma Ley, válida para internarse al país, por una sola vez, dentro de un plazo de 3 meses contados a partir de la fecha de su expedición.

Derechos: \$ 3.00

Derechos: \$ 3.00

4. - A los ciudadanos americanos que se dirijan a México con el objeto de inspeccionar embarques de frutas, legumbres y carnes, destinados a los mercados de los Estados Unidos, se expedirá TARJETA DE VISITANTE, de acuerdo con el Artículo 50, Fracción III, de la misma Ley, válida para internarse al país dentro de un plazo de 3 meses contados a partir de la fecha de expedición y con derecho a entrar y salir del mismo durante un período de 6 meses de la fecha de la primera entrada.

Derechos: \$ 3.00

Derechos: \$ 3.00

Derechos: \$ 3.00

5. — A los estudiantes americanos que se dirijan a México con el objeto que se dirijan a los Estados de estudiar por un período no mayor de 6 meses, se expedirá TARJETA por un período no mayor de 6 DE TURISTA, de acuerdo con el meses, se expedirá VISA DE NO Artículo 50, Fracción I de la INMIGRANTE, de acuerdo con la mencionada Ley, válida para internarse al país, por una sola vez, Ley, válida por 3 meses y con dentro de un plazo de 3 meses derecho a una sola solicitud de contados a partir de la fecha de entrada. su expedición.

(Los estudiantes que se dirijan a México por más de 6 meses, no a los Estados Unidos por más de están incluidos en el presente 6 meses no están incluidos en el arreglo).

Derechos: \$ 3.00

Derechos: \$ 3.00

6. — A los ciudadanos americanos que sean miembros de la tripulación de una aeronave perteneciente a cualquier compañía autorizada para dedicarse a transportes comerciales en México, se expedirá TARJETA DE VISITANTE, de acuerdo con el Artículo 50, Fracción III, de la Ley mencionada, válida para internarse al país dentro de un plazo de 3 meses contados a partir de la fecha de su expedición y con derecho a entrar y salir del mismo durante un período de 6 meses de la fecha de la primera entrada.

Derechos: \$ 3.00

7. — Los marineros americanos que sean miembros de la tripulación de barcos que entren en puerto mexicano, no requieren visa, siempre que estén incluidos en la lista de tripulantes que, visada, se extienda al Capitán del barco.

(Los derechos por visa de listas de tripulación no están cubiertos por este Arreglo).

6. — A los ciudadanos mexicanos que sean miembros de la tripulación de una aeronave perteneciente a cualquier compañía autorizada para dedicarse a transportes comerciales en los Estados Unidos, se expedirá VISA DE NO INMIGRANTE, de acuerdo con la Sección 3 (5), de la Ley mencionada, válida por 6 meses y con derecho a un número ilimitado de solicitudes de admisión dentro del plazo de su validez.

Derechos: \$ 3.00

7. — Los marineros mexicanos que sean miembros de la tripulación de barcos que entren en puerto americano, no requieren visa, siempre que estén incluidos en la lista de tripulantes que se expida al Capitán del barco.

(Los derechos por visa de listas de tripulación no están cubiertos por este Arreglo).

8. - A los ciudadanos americanos que viajen como delegados, funcionarios o empleados de un Organismo Internacional del cual México y los Estados Unidos de América sean miembros, sus familias, ayudantes, empleados, se otorgará visa OFICIAL, de acuerdo con el Artículo 37 de la Ley General de Población, visa que será válida para internarse al país dentro de un plazo de 12 meses contados a partir de la fecha de expedición, y con un número ilimitado de entradas.

8. - A los ciudadanos mexicanos que viajen como delegados, funcionarios o empleados de un Organismo Internacional del cual los Estados Unidos y México sean miembros, sus familias, ayudantes, servidumbre y empleados, se otorgará VISA DE NO INMIGRANTE, de acuerdo con la Sección 3 (7) de la Ley de Inmigración, visa que será válida por 12 meses y con un número ilimitado de solicitudes de entrada.

Derechos: GRATIS

9. - Los ciudadanos americanos que residan cerca de la frontera de ambos países, que deseen cruzarla periódica o habitualmente en viaje de recreo, por 72 horas o menos, con destino a lugares comprendidos dentro del área fronteriza mexicana, no requieren documentación migratoria. (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 implantados).

10. - No quedan incluidos en el presente arreglo, los ciudadanos americanos artistas o deportistas profesionales, los profesores de instituciones docentes, los funcionarios o empleados de empresas agrícolas, industriales, comerciales, mineras, etc., que se dirijan a México para desempeñar cualquier empleo o trabajo.

10. - No quedan incluidos en el presente Arreglo los ciudadanos mexicanos artistas o deportistas profesionales que se dirijan a los Estados Unidos para presentarse en público bajo contrato remunerado. A estas personas se otorgará VISA DE NO INMIGRANTE, de acuerdo con la Sección 3 (2) de la Ley de Inmigración de 1924,

Derechos: GRATIS

hasta por 6 meses. A estas personas se otorgará TARJETA DE VISITANTE, previa autorización de la Secretaría de Gobernación, de DE INMIGRACION de acuerdo con 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 3 meses contados a partir de la fecha de expedición, Derechos: \$10.00 sujetos a cambio sin previo aviso.

No quedan incluidos en el plazo de 3 meses contados desde Arreglo, los ciudadanos mexicanos que sean profesores de pudiendo ser revalidada a juicio de la Secretaría de Gobernación por un período de seis meses más a contar de la fecha de vencimiento de la respectiva documentación migratoria.

de las instituciones docentes o funcionarios o empleados de empresas agrícolas, industriales, comerciales o mineras, etc. que se dirijan a los Estados Unidos para desempeñar cualquier empleo o trabajo remunerado y que serán considerados como inmigrantes.

Derechos: \$41.50

Derechos: \$10.00 sujetos a cambio sin previo aviso.

Las anteriores disposiciones pueden ser modificadas por acuerdo mutuo que se realice por canje de notas y permanecerán en vigor hasta que sean denunciadas por cualesquiera de las Partes mediante notificación escrita que será enviada a la otra Parte con 90 días de anticipación.

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

MANUEL TELLO.

Excelentísimo Señor WALTER THURSTON.

*Embajador de los Estados Unidos de América.
Ciudad.*

The American Ambassador to the Mexican Acting Minister for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F., May 3, 1950.

No. 4398

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date concerning the establishment on a reciprocal basis of fees for the documentation of citizens of Mexico traveling

Ante, p. 491.

to the United States for temporary periods and of citizens of the United States traveling similarly to Mexico, and reading as follows:

As a result of conversations recently held in this Capital between American and Mexican officials with the object of arriving at an agreement for the establishment on a reciprocal basis of fees for the documentation of citizens of Mexico traveling to the United States for temporary periods and citizens of the United States traveling similarly to Mexico, I have the honor to advise Your Excellency that the Government of the United Mexican States is disposed, subject to the agreement of Your Excellency's Government, to establish the following schedule of fees on June 1, 1950, to replace the one provided for in the exchange of notes between the Embassy and the Ministry, dated October 6 and 7, 1925: [1]

MEXICAN FEES

AMERICAN FEES

(All amounts quoted in U. S. dollars.)

1. Accredited official of the United States Government, his family, attendants, servants, and employees. Official passport visa under Article 37 of the *Ley General de Población* valid for presentation within a period of 12 months and unlimited number of applications for an unlimited number of entries.

Fee: Gratis

Fee: Gratis

2. American citizen entering Mexico solely for pleasure or in transit. Tourist card under Article 50, Section I, valid for presentation from the date of issue and for a single entry.
2. Mexican citizen proceeding to the United States solely for pleasure or in transit. Nonimmigrant passport visa under Section 3 (2) within a period of three months from the date of issue and for a single application for entry.

Fee: \$3.00

Fee: \$3.00

3. American citizen entering Mexico on business. *Visitante* card under Article 50, Section III, valid for presentation within a period of three months from the date of issue and for a single application for entry.
3. Mexican citizen proceeding to the United States on business. Nonimmigrant passport visa under Section 3 (2), valid for presentation within a period of three months from the date of issue and for a single application for entry.

¹ Not printed.

MEXICAN FEESAMERICAN FEES

date of issue and for a single entry. months from the date of issue and
for a single application for entry.

Fee: \$3.00

Fee: \$3.00

4. American citizen entering Mexico for the purpose of inspecting shipments of fruits, vegetables, and meats destined for the United States market. *Visitante* card under Article 50, Section III, valid for presentation within a period of three months from date of issue and for an unlimited number of entries and departures within a period of six months, counting from the date of first entry.

Fee: \$3.00

Fee: \$3.00

5. American citizen who is entering Mexico for the purpose of study for a period of not more than six months. Tourist card under Article 50, Section I, valid for presentation within a period of three months from date of issue and for a single entry. (Students entering for more than 6 months are not covered by this Agreement.)

Fee: \$3.00

5. Mexican citizen proceeding to the United States for the purpose of study for a period of not more than six months. Nonimmigrant passport visa under Section 3 (2), valid for presentation within a period of three months from the date of issue and for a single application for entry. (Students entering for more than 6 months are not covered by this Agreement.)

Fee: \$3.00

6. American citizen who is a member of the crew of an aircraft belonging to a company authorized as a commercial carrier in Mexico. *Visitante* card under Article 50, Section III, valid for presentation within a period of three months from date of issue and for an unlimited number of entries and de-

6. Mexican citizen who is a member of the crew of an aircraft belonging to a company authorized as a commercial carrier in the United States. Nonimmigrant passport visa under Section 3 (5), valid for presentation within six months from the date of issue and an unlimited number of applica-

MEXICAN FEES

partures within a period of six months, counting from the date of first entry.

Fee: \$3.00

7. American seaman who is a member of the crew of a vessel entering a Mexican port. No visa required provided seaman is included in crew-list visa issued to the Master of the vessel.

(Fee for crew-list visa not covered by this Agreement.)

8. American citizen who is a representative in or to, or an official or employee of an international organization of which the United States and Mexico are members, his family, attendants, servants, and employees. Official visa under Article 37, valid for presentation within a period of 12 months and for an unlimited number of entries.

Fee: Gratis

9. American citizen who lives near the International Border and who desires to cross the Border periodically or habitually for pleasure for within the Mexican "Border area". No immigration documentation required. (The Mexican Government reserves the right to institute the requirement of Border crossing cards which will be issued on a reciprocal basis without fee if and when instituted.)

10. Not covered in this Agreement will be an American citizen who is a professional artist or sportsman, a professor in an institution of

AMERICAN FEES

tions for entry within that period.

Fee: \$3.00

7. Mexican seaman who is a member of the crew of a vessel entering an American port. No visa required provided seaman is included in crew-list visa issued to the Master of the vessel.

(Fee for crew-list visa not covered by this Agreement.)

8. Mexican citizen who is a representative in or to, or an official or employee of an international organization of which the United States and Mexico are members, his family, attendants, servants, and employees. Nonimmigrant passport visa under Section 3 (7), valid for 12 months, unlimited and for an unlimited number of applications for entry.

Fee: Gratis

9. Mexican citizen who lives near the International Border and who crosses the Border periodically or habitually for pleasure, destined to points to Border or nearby points for periods of 72 hours or less. Border crossing identification card will be issued in lieu of passport visa without the payment of any fee.

10. Not covered in this Agreement will be a Mexican citizen who is a professional artist or sportsman, a professor in an institution of who is proceeding to the United

MEXICAN FEESAMERICAN FEES

learning or an official or employee of an agricultural, industrial, commercial, or mining institution, et cetera, who is coming to Mexico under Article 50, Section III, subject to the prior approval of the Ministry of *Gobernación*, valid for three months from the date of issue and for a single entry, subject to revalidation at the discretion of the Ministry of *Gobernación* for a single period of six months, counting from the date of expiration of the immigration document in-

States for remunerative appearances under contract. Nonimmigrant passport visa under Section 3 (2), valid for 12 months, unto do work for compensation or limited number of applications for accept remunerative employment entry, or immigration visa under up to six months. *Visitante* card Section 4.

Fee: \$10.00, subject to change without notice.

Not covered in this Agreement will be a Mexican citizen who is a professor in an institution of learning or an official or employee of an agricultural, industrial, commercial, or mining institution, et cetera, who is proceeding to the United States to accept employment and who will be considered to be an immigrant.

Fee: \$41.50

Fee: \$10.00, subject to change without notice.

This schedule may be amended by mutual agreement through exchange of notes and will remain in force until terminated unilaterally by written notice given ninety days in advance.

Amendment; duration.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

As proposed in Your Excellency's note, the Government of the United States will put this schedule into effect on June 1, 1950.

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

WALTER THURSTON

His Excellency

Señor Don MANUEL TELLO,

Acting Minister for Foreign Relations,

Mexico, D.F.

The American Ambassador to the Mexican Acting Minister for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 4309

Mexico, D. F., May 3, 1950.

EXCELLENCY:

Ante, p. 491.

I have the honor to refer to the exchange of notes of today's date between the Ministry for Foreign Relations and the Embassy for the establishment of fees on a reciprocal basis for the documentation of citizens of Mexico traveling to the United States for temporary periods and citizens of the United States traveling similarly to Mexico.

The Government of the United States is desirous of recording the following additional understandings:

In accordance with Your Excellency's suggestion, I understand that the Government of Mexico may wish at some future date to discontinue the issuance of passports to its citizens who will travel to the United States but that it will continue its present practice of issuing passports until such time as it may deem opportune to make a change. If the Government of Mexico should decide to discontinue the issuance of passports, the Government of the United States would interpose no objection on the understanding that the Government of Mexico will inform the Government of the United States sixty days in advance, indicating at the same time the document or documents with which Mexican citizens will be provided to prove nationality and identity so that they may be readmitted upon returning to Mexico.

Each Government will permit the nationals of the other who enter their respective territories as tourists, transients, or visitors (*visitantes*) to take their automobiles with them temporarily when they so desire in accordance with the Customs regulations of the respective countries.

Ante, p. 496.

It is understood that the persons coming within the provisions of Section 3 of the Agreement arrived at by the exchange of notes of today's date shall include all nationals of the one country proceeding to the territory of the other for the transaction of business of whatever kind, provided it is lawful and temporary in character. Persons documented under Section 3 will therefore include traveling salesmen; officials of agricultural, industrial, commercial, mining or other institutions who are nationals of the one country visiting in the territory of the other to negotiate business contracts or to confer with business associates; nationals of the one country traveling to the territory of the other to promote or conclude business transactions; and persons traveling in similar circumstances. The applications of other persons who seek to enter to do work for compensation or accept remunerative employment will be treated in accordance with the provisions of Sec-

tion 10 and such cases will be handled in accordance with the laws of our respective Governments and be given the most expeditious treatment possible.

It is understood that, in accordance with Section 2 of the Agreement, a transient will be documented with a tourist card under Article 50, Section 1, of the *Ley General de Población* in the case of an American citizen passing through Mexico, and with a nonimmigrant passport visa under Section 3 (2) or 3 (3) of the Immigration Act of 1924 in the case of a Mexican citizen passing through the United States.

The procedure for granting visas under Sections 6 and 10 of the Agreement is outside the scope of the Agreement. The Government of the United States reserves the right to require that all applications for visas contemplated in Section 6 be referred to the Department of State before issuance. Diplomatic and consular representatives of our respective Governments will be authorized to document on their own responsibility applicants who are comprehended under the provisions of any section of the Agreement excepting Sections 6 and 10.

In conclusion, I desire to invite Your Excellency's attention to the fact that the period of validity of an American 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 should he be admitted. The period of each stay would, as at present, continue to be determined by the immigration authorities.

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

WALTER THURSTON

His Excellency,

Señor Don MANUEL TELLO,

Acting Minister for Foreign Relations,

Mexico, D.F.

The Mexican Acting Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

612059

Méjico, D. F., a 3 de mayo de 1950.

EXCELENCIA:

Tengo el honor de hacer referencia a la atenta nota de esa Embajada número 4399 de esta fecha, suplementando el Arreglo sobre documenta-

ción de ciudadanos de México que se dirijan temporalmente a los Estados Unidos y de ciudadanos de los Estados Unidos que viajen en igual forma a México, que entrará en vigor el día primero de junio próximo.

Sobre el primer punto de la comunicación de Vuestra Excelencia, me es grato registrar que el Gobierno de los Estados Unidos—en el caso de que el de México decida suprimir la expedición de pasaportes a los nacionales de la República que vayan a los Estados Unidos en viaje temporal—documentará a dichos nacionales siempre que vayan provistos de un documento que los identifique como tales para los efectos de su readmisión a México. En el caso de que se produzca esta eventualidad, el Gobierno de México la comunicará al de los Estados Unidos con sesenta días de anticipación.

Tomo igualmente nota de que el Gobierno de los Estados Unidos, al igual que el de México, permitirá a los turistas, transmigrantes o visitantes que lleven temporalmente consigo sus automóviles, cuando así lo deseen, de acuerdo con las disposiciones aduanales de los repetidos países.

El Gobierno de México está conforme en que entre las personas comprendidas en las disposiciones del Artículo 3 del Arreglo concertado por medio del cambio de notas efectuado hoy, queden incluidos todos los nacionales de alguno de nuestros países que se dirijan al territorio del otro en viajes de negocios de cualquier naturaleza, siempre que éstos sean lícitos, honestos y de carácter temporal, por lo que las personas que se documenten al amparo del citado Artículo incluirán: a los agentes viajeros; a los funcionarios de empresas agrícolas, industriales, comerciales, mineras, etcétera, que sean nacionales de uno de los países y que vayan a visitar el territorio del otro para concertar contratos de negocios, o para conferenciar con sus asociados; a los nacionales de uno de los países, que viajen al territorio del otro, para promover o ultimar transacciones comerciales; y a otras personas que viajen en circunstancias parecidas. En cuanto a las solicitudes de otras personas que deseen internarse para desempeñar cualquier empleo o trabajo remunerado, serán atendidas de acuerdo con lo dispuesto en el Artículo 10 del Arreglo y de conformidad con las leyes de nuestros respectivos Gobiernos, dándoseles la tramitación más rápida posible.

De conformidad con el Artículo 2 del Arreglo, queda entendido que los transmigrantes, ciudadanos americanos, que deseen pasar a través de territorio mexicano, serán documentados con tarjeta de turista, de conformidad con el Artículo 50, Fracción I de la Ley General de Población, y que a los transmigrantes, ciudadanos mexicanos, que deseen pasar a través de territorio de los Estados Unidos, se les concederá visa en sus pasaportes, como no inmigrantes, de

conformidad con la Sección 3 (2) o 3 (3) de la Ley de inmigración de 1924.

Los representantes Diplomáticos y Consulares de nuestros respectivos Gobiernos, estarán autorizados para documentar, bajo su propia responsabilidad, a los solicitantes que lo hagan al amparo de todos los Artículos del Arreglo, exceptuando los Artículos 6 y 10.

En virtud de que el procedimiento para conceder las visas, de acuerdo con los Artículos 6 y 10 a que antes se hace mención, no se encuentra considerado dentro del Arreglo, el Gobierno de México queda enterado que el Gobierno de los Estados Unidos se reserva el derecho de exigir que todas las solicitudes de visas, basadas en el Artículo 6 sean turnadas al Departamento de Estado antes de ser concedidas.

Me permito manifestar a Vuestra Excelencia haber quedado debidamente enterado de que el período de validez de una visa americana, abarca sólo el período dentro del cual puede ser usada en relación con una solicitud de admisión en un Puerto de entrada a los Estados Unidos y sus posesiones, y no al lapso de permanencia en los Estados Unidos que se autorice al portador, en caso de ser admitido. El período de cada estancia continuará siendo, como hasta el presente, determinado por las autoridades norteamericanas de Inmigración.

Por su parte, el Gobierno de México desea dejar establecido que, por lo que respecta a las tarjetas que se expidan a turistas y visitantes de nacionalidad norteamericana, las mismas tendrán una validez de 90 días para presentarlas en los Puertos de entrada a México y que el plazo de permanencia que se conceda a los portadores, en caso de ser admitidos continuará siendo determinado, como hasta el presente, por las autoridades mexicanas de Migración.

Deseo aprovechar esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL TELLO.

Excelentísimo Señor WALTER THURSTON,
Embajador de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

612059

MEXICO, D. F., May 3, 1950.

EXCELLENCY:

I have the honor to refer to the Embassy's courteous note no. 4399 of this date, supplementing the Agreement on documentation of

Ante, p. 500.

citizens of Mexico traveling to the United States for temporary periods and citizens of the United States traveling similarly to Mexico, which will come into force on June 1, 1950.

On the first point of Your Excellency's communication, I am happy to note that, in case the Government of Mexico should decide to discontinue the issuance of passports to nationals of the Republic going to the United States on a temporary trip, the Government of the United States will document the said nationals, provided they have documents identifying them as such for purposes of their readmission to Mexico. If this contingency should arise, the Government of Mexico will inform the Government of the United States thereof sixty days in advance.

I also note that the Government of the United States, like that of Mexico, will permit tourists, transients or visitors to take their automobiles with them temporarily, when they so desire, in accordance with the Customs regulations of the respective countries.

The Government of Mexico agrees that the persons coming within the provisions of Section 3 of the Agreement arrived at by the exchange of notes effected today, shall include all nationals of either of our countries proceeding to the territory of the other for the transaction of business of whatever kind, provided it is lawful, honest and temporary in character; therefore persons documented under the aforementioned Section will include: traveling salesmen; officials of agricultural, industrial, commercial, mining or other institutions who are nationals of the one country visiting in the territory of the other to negotiate business contracts or to confer with their associates; nationals of the one country traveling to the territory of the other to promote or conclude business transactions; and other persons traveling in similar circumstances. The applications of other persons who seek to enter to do work for compensation or accept remunerative employment will be treated in accordance with the provisions of Section 10 of the Agreement and in accordance with the laws of our respective Governments, giving them the most expeditious treatment possible.

In accordance with Article 2 of the Agreement, it is understood that transients who are American citizens and who desire to pass through Mexican territory, will be documented with a tourist card under Article 50, Section I, of the Ley General de Población, and that transients who are Mexican citizens and who desire to pass through territory of the United States, will be granted a nonimmigrant passport visa under Section 3 (2) or 3 (3) of the Immigration Act of 1924.

Diplomatic and Consular representatives of our respective Governments will be authorized to document on their own responsibility

applicants who are included under any Article of the Agreement excepting Articles 6 and 10.

By virtue of the fact that the procedure for granting visas under Articles 6 and 10 referred to above has not been considered in the Agreement, the Government of Mexico understands that the Government of the United States reserves the right to require that all applications for visas based on Article 6 shall be referred to the Department of State before issuance.

I take the liberty of informing Your Excellency that I have duly noted that the period of validity of an American 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 should he be admitted. The period of each stay will, as at present, continue to be determined by the American immigration authorities.

For its part, the Government of Mexico desires to have it established that, in so far as concerns the cards issued to tourists and visitors of American nationality, such cards will be valid for 90 days for presentation at ports of entry into Mexico and that the period of stay granted to the bearers thereof should they be admitted will, as heretofore, continue to be determined by the Mexican immigration authorities.

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

MANUEL TELLO.

His Excellency

WALTER THURSTON,

Ambassador of the United States of America.

City.

MULTILATERAL WHALING

TIAS 2092
May 30-June
7, 1949

Amendments to the Schedule to the International Whaling Convention signed at Washington on December 2, 1946. Adopted at the first meeting of the International Whaling Commission, London, May 30-June 7, 1949; entered into force October 11, 1949, and January 11, 1950.

INTERNATIONAL WHALING COMMISSION

*Chairman: PROFESSOR B. BERGERSEN (NORWAY)
Vice-Chairman: Dr. REMINGTON KELLOGG (U.S.A.)
Secretary: A. T. A. DOBSON (U.K.)
Telephone: WHITEHALL 3201*

MINISTRY OF AGRICULTURE AND FISHERIES,
FISHERIES DEPARTMENT,
ST. STEPHEN'S HOUSE,
VICTORIA EMBANKMENT,
LONDON, S. W. 1
19.....

Amendments to the Schedule to the International Whaling Convention 1946

I hereby certify that, at its first meeting, held in London in May/June 1949, the International Whaling Commission, by resolution, made the following amendments to the Schedule to the International Whaling Convention signed in Washington in 1946.

62 Stat., pt. 2, p. 1723.

Paragraph 6. At the end of the paragraph add the following words:-“Provided that in each of the pelagic whaling seasons 1949/50 and 1950/51 a maximum of 1250 humpback whales may be taken in these waters.”

Paragraph 7 (a). Omit words “15th December to 1st April” in fourth line and insert the words “22nd December to 7th April.”

(Note. This amendment involves a consequential amendment in para. 8 (d) where the words 7th April should be substituted for 1st April).

Paragraph 10. Delete and in place insert the following new Paragraph 10:-

“10. (a) It is forbidden to use a land station under the jurisdiction

tion of a Contracting Government, and whale catchers attached to such land station, for the purpose of taking or treating baleen whales except as permitted by the Contracting Government in accordance with sub-paragraph (b) of this paragraph.

“(b) Each Contracting Government shall declare for all land stations under its jurisdiction, and whale catchers attached to such land stations, one open season during which the taking or treating of baleen whales shall be permitted. Such open season shall be for a period of not more than six consecutive months in any period of twelve months and shall apply to all land stations under the jurisdiction of a Contracting Government; provided that a separate open season may be declared for any land station used for the taking or treating of baleen whales which is more than 1000 miles from the nearest land station used for the taking or treating of baleen whales under the jurisdiction of the same Contracting Government.”

“(c) Notwithstanding the prohibition in sub-paragraph (a) of this paragraph, the treatment of whales which have been taken during an open season may be completed after the end of such open season.

“(d) The prohibitions contained in this paragraph shall apply to all land stations as defined in Article II of the Whaling Convention of 1946 and to all factory ships which are subject to the regulations governing the operation of land stations under the provisions of paragraph 17 of this Schedule.”

62 Stat., pt. 2, p. 1717.

And I hereby further certify that these amendments were communicated to each and every Contracting Government by letter on 25th June, 1949, and, no objections having been received, came into force on 11th October, 1949, the 90 days following the notification of the amendments to each Contracting Government, as prescribed by Article V of the International Whaling Convention 1946, being deemed to have expired on 10th October, 1949.

A. T. A. DOBSON
Secretary,
International Whaling Commission.

LONDON,

15th November, 1949.

INTERNATIONAL WHALING COMMISSION

*Chairman: PROFESSOR B. BERGERSEN (NORWAY)**Vice-Chairman: Dr. REMINGTON KELLOGG (U.S.A.)**Secretary: A. T. A. DOBSON (U.K.)**Telephone: WHITEHALL 3201*

MINISTRY OF AGRICULTURE AND FISHERIES,

FISHERIES DEPARTMENT,

ST. STEPHEN'S HOUSE,

VICTORIA EMBANKMENT,

LONDON, S. W. 1

..... 19.

Amendment to the Schedule to the
International Whaling Convention 1946

I hereby certify that, at its first meeting, held in London in May/June 1949, the International Whaling Commission, by resolution made the following amendment to the Schedule to the International Whaling Convention signed in Washington in 1946.

The following new paragraph 17 is substituted for the existing paragraph 17 of the Schedule to the Convention aforesaid:-

"17 (a) A factory ship which operates solely within territorial waters in one of the areas specified in sub-paragraph (c) of this paragraph, by permission of the Government having jurisdiction over those waters, and which flies the flag of that Government shall, while so operating, be subject to the regulations governing the operation of land stations and not to the regulations governing the operation of factory ships.

(b) Such factory ship shall not, within a period of one year from the termination of the season in which she so operated, be used for the purpose of treating baleen whales in any of the other areas specified in sub-paragraph (c) of this paragraph or south of 40 degrees South latitude.

(c) The areas referred to in sub-paragraphs (a) and (b) are:-

1) On the coast of Madagascar and its dependencies:

2) On the west coast of French Africa:

3) On the coasts of Australia, namely on the whole of the east coast and on the west coast in the area known as Shark Bay and northward to Northwest Cape and including Exmouth Gulf and King George's Sound, including the Port of Albany."

And I hereby certify that this amendment was communicated to each and every contracting government by letter dated 25th June, 1949. Before the expiration of the 90 days period provided for in

Article V (3) of the International Whaling Convention of 1946, the French Government registered an objection to the coming into force of this amendment. No other contracting Government registered a similar objection, nor did the French Government withdraw their objection, so that, at the expiration of the further 90 days period provided for in Article V (3) of the 1946 Convention viz. 10th January, 1950, this amendment came into force as from 11th January, 1950, in respect of all Contracting Governments, except France

A. T. A. DOBSON
Secretary,
International Whaling Commission.

LONDON.

2 February, 1950

BELGIUM

ECONOMIC COOPERATION

TIAS 2093
June 29, 1950

Agreement effected by exchange of notes signed at Washington June 29, 1950; entered into force June 29, 1950.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Jun 29 1950

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 Belgium, signed at Brussels, on July 2, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Belgium has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as amended as of January 1, 1950.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as amended as of January 1, 1950.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Belgium, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

DEAN ACHESON

His Excellency

Baron SILVERCRUYS,
Ambassador of Belgium.

The Belgian Ambassador to the Secretary of State

AMBASSADE DE BELGIQUE

No. 2447

WASHINGTON, June 29, 1950.

SIR:

I have the honor to acknowledge the receipt of your note of June 29, 1950, referring to recent conversations between representatives of our Governments and relating to the Economic Cooperation Agreement between the United States of America and Belgium, and the interpretation thereof.

On behalf of my Government I concur in confirming the understandings reached as a result of these conversations, as follows:

1/ The Government of Belgium has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as amended as of January 1, 1950.

2/ Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as amended as of January 1, 1950.

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

SILVERCRUYS

The Honorable

THE SECRETARY OF STATE

Department of State,

Washington DC.

MEXICO

FISHERIES

Convention establishing an international commission for the scientific investigation of tuna signed at México January 25, 1949; ratification advised by the Senate of the United States of America August 17, 1949; ratified by the President of the United States of America August 30, 1949; ratified by Mexico February 22, 1950; ratifications exchanged at Washington July 11, 1950; proclaimed by the President of the United States of America July 18, 1950; entered into force July 11, 1950. And exchange of notes signed at México January 26 and 31, 1949.

TIAS 2094
Jan. 25, 1949

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the United Mexican States for the establishment of an international commission for the scientific investigation of tuna was signed by the duly authorized plenipotentiaries of the two countries at Mexico City on January 25, 1949, the original of which convention, in the English and Spanish languages, is word for word as follows:

**CONVENTION FOR THE
ESTABLISHMENT OF AN
INTERNATIONAL COMMISSION
FOR THE SCIENTIFIC
INVESTIGATION OF TUNA.**

PREAMBLE

The United States of America and the United Mexican States considering their respective interests in maintaining the populations of certain tuna and tuna-like fishes in the waters of the Pacific Ocean off the coasts of both countries, and desiring to cooperate in scientific investigation, and in the gathering and interpretation of factual information to facilitate maintaining the populations of these fishes at a level which will permit the maximum reasonable utilization without depletion year after year, have agreed to conclude a Convention for these purposes and to that end have named as their Plenipotentiaries:

The President of the United States of America:

Walter Thurston, Ambassador Extraordinary and Plenipotentiary of the United States of America in Mexico;

The President of the United Mexican States:

Manuel Tello, acting Secretary of Foreign Relations; who having communicated to each other their

**CONVENCION PARA EL
ESTABLECIMIENTO DE
UNA COMISION INTERNACIONAL
PARA LA INVESTIGACION CIENTIFICA DEL
ATUN.**

PREAMBULO

Los Estados Unidos de América y los Estados Unidos Mexicanos, considerando sus respectivos intereses en mantener las poblaciones de algunos atunes y peces similares en las aguas del Océano Pacífico frente a las costas de ambos países y deseando cooperar en la investigación científica y en el acopio e interpretación de informaciones fundadas sobre datos reales para facilitar el mantenimiento de las poblaciones de estos peces en un nivel que permita, sin agotarlas, la utilización máxima razonable, año por año, han convenido en concertar una Convención para estos propósitos y han nombrado con este fin como Plenipotenciarios:

El Presidente de los Estados Unidos de América al señor Walter Thurston, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en México;

El Presidente de los Estados Unidos Mexicanos al señor Manuel Tello, Subsecretario, Encargado del Despacho de Relaciones Exteriores, quienes, habiéndose

Plenipotentiaries

full powers, found to be in good and due form, have agreed as follows:

comunicado sus plenos poderes, y encontrándolos en buena y debida forma, han convenido en lo siguiente:

ARTICLE I

1. - The High Contracting Parties agree to establish and operate a joint commission, to be known as the International Commission for the Scientific Investigation of Tuna, hereinafter referred to as the Commission, which shall carry out the objectives of this Convention. The Commission shall be composed of two national sections, a United States section, consisting of four members, appointed by the Government of the United States of America, and a Mexican section consisting of four members, appointed by the Government of the United Mexican States.

2. - The Commission shall submit annually to the respective Governments a report on its findings, with appropriate recommendations, and shall also inform them, whenever it is deemed advisable, on any matter relating to the objectives of this Convention.

3. - The expenses incurred by each national section for its own personnel, offices and operation, including emoluments, transportation and subsistence, shall be borne by its government. Joint expenses incurred by the Commission shall be paid by the High Contracting Parties in the form and proportion recommended by the

1. - Las Altas Partes Contratantes convienen en establecer y operar una comisión mixta que se llamará Comisión Internacional de Investigación Científica sobre el Atún, la que en adelante se conocerá por la Comisión y que llevará a cabo los propósitos de la presente Convención. La Comisión estará compuesta por dos secciones nacionales: una Norteamericana formada de cuatro miembros, designados por el Gobierno de los Estados Unidos de América, y una Mexicana formada por cuatro miembros, nombrados por el Gobierno de los Estados Unidos Mexicanos.

2. - La Comisión deberá someter anualmente un informe a los gobiernos respectivos, sobre los resultados de sus trabajos con las recomendaciones apropiadas y también les informará, cuando lo estime aconsejable, sobre cualquier asunto relacionado con los fines de esta Convención.

3. - Los gastos que haya de efectuar cada sección nacional para sus propios personal, oficinas y funcionamiento, incluyendo emolumentos, transporte y subsistencia, serán erogados por su gobierno. Los gastos en común que haya de efectuar la Comisión serán pagados por las Altas Partes Contratantes en la forma y proporción que

The Commission.

Annual report; recommendations.

Expenses.

Commission and approved by the recomienda la Comisión y aprueben High Contracting Parties. las Altas Partes Contratantes.

4. - Both the general annual program of activities and the budget of joint expenses shall be recommended by the Commission and submitted for approval to the High Contracting Parties.

4. - Tanto el programa general anual de actividades como el presupuesto de gastos en común, deberán ser recomendados por la Comisión y sometidos a la aprobación de las Altas Partes Contratantes.

Headquarters.

5. - The High Contracting Parties shall decide on the most convenient place for the establishment of the Commission's headquarters.

5. - Las Altas Partes Contratantes decidirán respecto del lugar más conveniente para el establecimiento de la sede de la Comisión.

Meetings.

6. - The Commission shall meet at least twice each year and at such other times as may be requested by either national section. The date and place of the first meeting shall be determined by agreement between the High Contracting Parties.

6. - La Comisión se reunirá por lo menos dos veces al año y cuando así lo solicite cualquiera de las secciones nacionales. La fecha y el lugar de la primera reunión serán determinados por acuerdo entre las Altas Partes Contratantes.

Chairman; secretary.
Post, pp. 525, 527.

7. - At its first meeting the Commission shall select a chairman from the members of one national section and a secretary from the members of the other national section. The chairman and secretary shall hold office for a period of one year. During succeeding years, selection of the chairman and secretary shall alternate between the respective national sections.

7. - La Comisión, en su primera reunión, designará un Presidente de entre los miembros de una de las secciones nacionales y un Secretario de entre los miembros de la otra. El Presidente y el Secretario durarán en su encargo un período de un año. En los años subsecuentes, la designación del Presidente y del Secretario se alternará entre las respectivas secciones nacionales.

8. - Each national section shall have one vote. Decisions, resolutions, and recommendations of the Commission shall be made only by approval of both sections.

8. - Cada sección nacional tendrá un voto. Las decisiones, resoluciones y recomendaciones de la Comisión sólo podrán tomarse con la aprobación de ambas secciones.

By-laws, etc.
Post, pp. 525, 527

9. - The Commission shall be entitled to adopt and to amend subsequently, as occasion may require, by-laws or rules for the conduct of its meetings and for the performance of its functions and

9. - La Comisión tendrá facultad para adoptar, y reformar subsiguientemente, cuando ello se requiera, estatutos o reglamentos para la celebración de sus sesiones y para el desempeño de sus funcio-

duties. Such by-laws, rules or nes y deberes. Tales estatutos, amendments shall be referred by reglamentos o reformas serán sometidas a los gobiernos por la the Commission to the Governments and shall become effective Comisión, y entrarán en vigor a thirty days from the date of receipt los treinta días de la fecha del of notification unless disapproved recibo de la notificación a menos by either of the two Governments que sean desaprobados por cualquiera de los dos gobiernos dentro within that period.

10. - The Commission shall be entitled to employ necessary personnel for the performance of its functions and duties. The appointments shall be distributed equitably between nationals of the United States and Mexico except in special instances in which the appointment of persons of other nationalities is desirable.

10. - La Comisión tendrá facultad para emplear el personal necesario para el desempeño de sus funciones y deberes. Las designaciones se distribuirán equitativamente entre personas de nacionalidad norteamericana y mexicana, salvo los casos excepcionales en que sea conveniente la designación de personas de otra nacionalidad.

11. - Each section of the Commission may appoint its own advisors who may attend sessions of the Commission in their advisory capacity when the Commission so determines. Each section may meet separately with advisors from its own country when it deems such meetings desirable.

11. - Cada sección de la Comisión podrá nombrar sus propios asesores, los que podrán asistir a las sesiones de la Comisión con carácter consultivo, cuando ésta así lo determina. Cada sección podrá tener reuniones separadamente con asesores de su propio país, cuando lo estime conveniente.

12. - Each section of the Commission may hold public hearings within the territory of its own country.

12. - Cada sección de la Comisión podrá efectuar audiencias públicas en el territorio de su propio país.

13. - The Commission shall designate simultaneously a Director and an Assistant Director of Investigations, who shall be technically competent and shall be responsible to the Commission. One of these functionaries shall be a national of the United States and the other a national of Mexico. Subject to the instruction of the

13. - La Comisión designará simultáneamente un Director y un Subdirector de Investigaciones que serán técnicamente competentes y responsables ante la Comisión. Uno de estos funcionarios será de nacionalidad norteamericana y el otro de nacionalidad mexicana. Con sujeción a las instrucciones de la Comisión y con la aprobación

Director and Assistant Director of Investigations.

Commission and with its approval, de la misma, el Director de Investigaciones tendrá a su cargo:

Responsibilities of Director.

- a) the drafting of programs of investigation, and the preparation of budget estimates for the Commission;
 - b) authorizing the disbursment of the funds for the joint expenses of the Commission;
 - c) the accounting of the funds for the joint expenses of the Commission;
 - d) the appointment and immediate direction of technical and any other personnel required for the scientific functions of the Commission;
 - e) arrangements for the cooperation with other organizations or individuals in accordance with paragraph 18 of this Article;
 - f) the coordination of the work of the Commission with that of organizations and individuals whose cooperation has been arranged for;
 - g) the drafting of administrative, scientific and other reports for the Commission;
 - h) the performance of such other duties as the Commission may require.
- a) formular los programas de investigación y los proyectos de presupuesto de la Comisión;
 - b) autorizar las erogaciones para los gastos comunes de la Comisión;
 - c) la contabilidad de los fondos para los gastos comunes de la Comisión;
 - d) el nombramiento y la dirección inmediata del personal técnico y de cualquiera otro que se requiera para los trabajos científicos de la Comisión;
 - e) llevar a cabo los arreglos para la cooperación de otros organismos o individuos de acuerdo con párrafo 18 de este Artículo;
 - f) coordinar los trabajos de la Comisión y los de las organizaciones e individuos cuya cooperación haya sido concertada;
 - g) preparar informes administrativos, científicos o de cualquiera otra clase para la Comisión;
 - h) el desempeño de cualquiera otra función que la Comisión le encomiende.

Function of Assistant Director.

14.- The Assistant Director shall assist the Director of Investigations in all his functions, and shall substitute for him during his temporary absences. Both the Director and the Assistant Director of Investigations may be freely removed by the Commission.

14. - El Subdirector auxiliará al Director de Investigaciones en todas sus funciones y lo substituirá en sus faltas temporales. Tanto el Director como el Subdirector de Investigaciones podrán ser removidos libremente por la Comisión.

15. - The official languages of the Commission shall be English and Spanish, and members of the Commission may use either language during meetings. When necessary, translation shall be made to the other language. The minutes, official documents and publications of the Commission shall be in both languages, but official correspondence of the Commission may be written at the discretion of the secretary in either language.

16. - Representatives of both national sections shall be entitled to participate in all work carried out by the Commission or under its auspices.

17. - Each national section shall be entitled to obtain certified copies of any documents pertaining to the Commission except that the Commission will adopt and may amend subsequently rules to insure the confidential character of records of statistics of individual catches and individual company operations. These rules and amendments shall be referred to the Governments in accordance with the procedures of paragraph 9 of this Article.

18. - In the performance of its duties and functions the Commission may request the technical and scientific services of and information from official agencies of the High Contracting Parties and any international, public, or private in-

15. - Los idiomas oficiales de la Comisión serán el inglés y el español, y los miembros de la Comisión podrán usar cualquiera de las dos lenguas en las sesiones. En caso necesario se hará la interpretación a la otra lengua. Las actas, documentos oficiales y publicaciones de la Comisión serán escritas en ambos idiomas, pero la correspondencia oficial de la Comisión podrá ser escrita, a discreción del secretario, en cualquiera de las dos lenguas.

16. - Los representantes de ambas secciones nacionales tendrán derecho a participar en todos los trabajos que lleve a cabo la Comisión o que se efectúen bajo sus auspicios.

17. - Cada sección nacional tendrá derecho a obtener copias certificadas de cualesquier documentos pertenecientes a la Comisión; excepto que la Comisión adoptará reglas, que podrá reformar subsecuentemente, para asegurar el carácter confidencial de los registros de estadísticas de capturas individuales y de operaciones de compañías individuales. Tales reglas o reformas serán sometidas a los gobiernos de conformidad con el procedimiento establecido en el párrafo 9 de este Artículo.

18. - En el desarrollo de sus trabajos y funciones, la Comisión podrá solicitar servicios técnicos y científicos e información de organismos oficiales de las Altas Partes Contratantes y de cualquier organización internacional, organi-

Official languages.

Availability of documents.

Technical and scientific services and information.

stitution or organization or any zaciones o instituciones públicas private individual. o privadas o de cualquier particular.

ARTICLE II

Functions and du-
ties of Commission.

ARTICULO II

The Commission shall perform the following functions and duties: La Comisión tendrá a su cargo las siguientes funciones y deberes:

Investigations.

1. - Make investigations: (a) concerning the abundance, biology, biometry, and ecology of the yellowfin, bluefin, and albacore tunas, bonitos, yellowtails, and skipjacks (hereinafter referred to as tuna and tuna-like fishes) in the waters of the Pacific Ocean and elsewhere as may be required, and of the kinds of fishes commonly used as bait in tuna fishing; and (b) concerning the effects of natural factors and human activities on the abundance of the populations of fishes to which this Convention refers.

1. - Realizar investigaciones: a) acerca de la abundancia, la biología, la biometría y la ecología de los atunes de aletas amarillas y de aletas azules, bonitos, yellowtails, and skipjacks (hereinafter referred to as tuna and tuna-like fishes) en las aguas del Océano Pacífico frente a las costas de ambos países y en los demás lugares en que sea necesario, así como de las especies de peces comúnmente usados como carnada en la pesca del atún, y b) sobre los efectos de los factores naturales y de las actividades del hombre en relación con la abundancia de las poblaciones de peces a que se refiere esta Convención.

Collection and anal-
ysis of information.

2. - Collect and analyze information relating to the current and past conditions and trends of the populations of the tuna and tuna-like fishes and tuna-bait fishes of the waters of the Pacific Ocean and elsewhere as may be required.

2. - Recabar y analizar la información relativa a condiciones presentes y pretéritas de las poblaciones del atún y peces similares y de los peces de carnada para atunes del Océano Pacífico, frente a las costas de ambos países y en los demás lugares en que sea necesario.

3. - Study and appraise information concerning methods and procedures for maintaining and increasing the populations of tuna and tuna-like fishes and tuna bait fishes in the waters of the Pacific

3. - Estudiar y valorar la información relativa a los métodos y procedimientos para mantener y aumentar la población de atún y peces similares y peces de carnada para atunes del Océano Pacífico,

Ocean off the coasts of both frente a las costas de ambos países countries and elsewhere as may be y en los demás lugares en que required. sea necesario.

4. - Conduct such fishing and other activities, on the high seas and in the waters which are under the jurisdiction of either High Contracting Party, as may be necessary to attain the ends referred to in sub-paragraphs 1, 2 and 3 of this Article.

4. - Llevar a cabo operaciones de captura de especies y demás actividades en alta mar y en las aguas que están bajo la jurisdicción de una o de la otra Alta Parte Contratante, y que fueren necesarias para la consecución de los fines a que se refieren los párrafos 1, 2 y 3 de este Artículo.

5. - Obtain statistics and all kinds of reports concerning the fishing for tuna and tuna-like fishes and the tuna-bait fishes. The High Contracting parties shall, if necessary, enact legislation in order to make it obligatory for the boat captains or other persons who participate in these fishing activities to keep records of operations, including the volume of the catch by species and the area in which caught, all of these in the form and with such frequency as the Commission deems necessary.

5. - Obtener estadísticas y toda clase de informes sobre las capturas, operaciones de las embarcaciones pesqueras, y las demás referentes a la pesca de atún y peces similares y peces de carnada para atunes. Las Altas Partes Contratantes promulgarán, de ser necesario, la legislación para hacer obligatorio a los capitanes de barcos u otras personas que participen en estas actividades de pesca, el llevar estadísticas de volumen de la captura por especies y el área en que haya sido obtenida, todo ello en la forma y con la frecuencia que la Comisión estime necesaria.

6. - Publish or otherwise disseminate reports relative to the results of its findings and such other reports as fall within the scope of this Convention, as well as scientific, statistical, and other data relating to the fisheries for tuna and tuna-like fishes and tuna-bait fishes in the waters of the Pacific Ocean off the coasts of both countries and elsewhere as may be required.

6. - Publicar o dar a conocer por cualquier medio, informes con respecto a los resultados de sus trabajos y otras informaciones que caigan dentro del marco de esta Convención, así como datos científicos, estadísticos y demás datos que se refieran a las pesquerías del atún y peces similares y peces de carnada para atunes del Océano Pacífico, frente a las costas de ambos países y en los demás lugares en que sea necesario.

Statistics.

Publication of reports, etc.

ARTICLE IIIARTICULO III

Ratification.

1. - The present Convention shall be ratified in accordance with the constitutional procedures of each country and the instruments of ratification shall be exchanged at Washington as soon as possible.

Entry into force;
duration.

2. - The present Convention shall enter into force on the date of exchange of ratifications.^[1] It shall remain in force for a period of four years and thereafter until one year from the day on which either of the High Contracting Parties shall give notice to the other High Contracting Party of its intention of terminating the Convention.

Return of property
in event of termina-
tion.

3. - In the event of termination of the Convention, property supplied to the Commission by the High Contracting Parties shall be returned to that High Contracting Party which originally provided it. Property otherwise acquired by the Commission, with the exception of the archives, shall be returned to the High Contracting Parties taking into account the proportion in which they have contributed to the expenses of the Commission.

Archives.

4. - At the termination of this Convention the High Contracting Parties shall divide the archives of the Commission as follows: The United States of America shall receive the part in English and the United Mexican States, the part in Spanish. Either of the two countries shall be able to obtain certi-

1. - La presente Convención será ratificada de acuerdo con los procedimientos constitucionales de cada país y los instrumentos de ratificación se canjearán en Washington a la brevedad posible.

2. - La presente Convención entrará en vigor el día del canje de ratificaciones. Se mantendrá en vigor por un período de cuatro años y continuará vigente hasta un año después de la fecha en que cualquiera de las Altas Partes Contratantes dé aviso a la otra Alta Parte Contratante de su intención de dar por terminada la Convención.

3. - En el caso de terminación de la Convención se devolverán a cada una de las Altas Partes Contratantes los bienes que originalmente hubieran aportado a la Comisión. Los bienes que la Comisión hubiere adquirido de otra manera, excepto los archivos, se devolverán a las Altas Partes Contratantes teniendo en cuenta la proporción en que éstas hubiesen participado en los gastos de la Comisión.

4. - A la terminación de esta Convención las Altas Partes Contratantes se dividirán los archivos de la Comisión en la siguiente forma: a los Estados Unidos de América corresponderá la parte en inglés y a los Estados Unidos Mexicanos la parte en español. Cualquiera de los dos países podrá

¹ July 11, 1950.

fied copies of any document from the archives of the Commission which is in the possession of the other. These archives may be consulted at any time for this purpose by authorized representatives of the government not having in its possession the archives which it wishes to consult. This paragraph shall be subject to the provisions of Paragraph 17 of Article I of this Convention.

obtener las copias certificadas que solicite de documentos que obren en los archivos de la Comisión en poder del otro. Estos archivos podrán ser consultados en cualquier momento por representantes autorizados para tal efecto por el Gobierno que no tenga en su poder los archivos que deseé consultar. Este inciso estará sujeto a lo que dispone el inciso 17 del artículo I de esta Convención.

In witness whereof the respective Plenipotentiaries have signed the present Convention and have affixed their seals.

Done in duplicate, in the English and Spanish Languages, at Mexico City this twenty-fifth day of January, one thousand nine hundred and forty-nine.

Hecho en duplicado, en inglés y en español, en la Ciudad de México, a los veinticinco días del mes de enero de mil novecientos cuarenta y nueve.

WALTER THURSTON

[SEAL]

MANUEL TELLO.

[SEAL]

WHEREAS the Senate of the United States of America by their Resolution of August 17, 1949, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was duly ratified by the President of the United States of America on August 30, 1949, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the United Mexican States;

WHEREAS the respective instruments of ratification of the said convention were duly exchanged at Washington on July 11, 1950;

AND WHEREAS it is provided in Article III 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, Harry S. Truman, 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 July 11, 1950, 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 eighteenth day of July in the year of our Lord one thousand nine hundred fifty and of [SEAL] the Independence of the United States of America the one hundred seventy-fifth.

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

The American Ambassador to the Mexican Acting Minister for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 2835 Mexico, D. F., January 26, 1949.

EXCELLENCY:

I have the honor to refer to the recent negotiations which have culminated in the signing, on Tuesday, January 25, 1949, of the Convention for the Establishment of an International Commission for the Scientific Investigation of Tuna.

During the course of the negotiations which now have successfully been concluded, two understandings were reached with regard to the proper interpretation of Paragraphs 7 and 9 of Article I of the Convention. It was agreed that these understandings should be made of record through an exchange of notes.

With regard to Paragraph 7 of Article I, it is the understanding of my Government that the Commission shall be instructed to arrange for the selection of the Chairman in such a manner as to insure that the Director of Investigation will be of the other nationality during the first year.

Concerning Paragraph 9 of Article I it is the understanding of my Government that, with regard to the receipt of notifications from the Commission by the two governments, and in the event such notifications are received on different dates, the thirty day time limit shall count from the later date, thereby avoiding any confusion which might arise as to which date would be applicable.

Your Excellency's affirmative answer to this present note would constitute the desired exchange.

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

WALTER THURSTON

His Excellency

Sefior MANUEL TELLO,

Acting Minister for Foreign Relations,

México, D. F.

Ante, p. 516.

The Mexican Acting Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

51620

México, D. F., a 31 de Enero de 1949.

SEÑOR EMBAJADOR:

Me es honroso acusar recibo a Vuestra Excelencia de la nota número 2835 que se sirvió dirigirme con fecha 26 del mes actual. En ella se sirve Vuestra Excelencia referirse a las negociaciones por las cuales se llegó a la Convención para el establecimiento de una Comisión Internacional para la Investigación Científica del Atún, la cual fue firmada el 25 de enero anterior.

Dos puntos relativos a esa Convención quedaron pendientes para ser resueltos por un intercambio de notas entre ambos Gobiernos con el objeto de definir la interpretación exacta de los incisos 7 y 9 del artículo I.

Con relación al primero de ellos me es grato comunicar a Vuestra Excelencia que, de acuerdo con lo convenido, los Comisionados mexicanos, en su oportunidad, quedarán debidamente instruidos para que la designación de Presidente de la Comisión y de Director de Investigaciones, en su primer año, se haga simultáneamente y en tal forma que esos nombramientos recaigan en personas de distinta nacionalidad.

Me es también grato comunicar a Vuestra Excelencia, en relación con el párrafo 9 del mismo artículo I de la Convención, que mi Gobierno está enteramente de acuerdo con la interpretación que hace el Gobierno de Vuestra Excelencia, en relación al término para manifestar inconformidad, si la hubiere, con respecto a los Estatutos, Reglamentos y sus reformas que, de conformidad con el inciso 9, someta la Comisión a los Gobiernos. El de México entiende, como el de Vuestra Excelencia, que en el caso de que tales notificaciones se reciban por los Gobiernos en fechas diferentes, el plazo de treinta días señalado en el referido inciso, principiará a contar desde la última de ellas, para evitar cualquier confusión que pudiera surgir en cuanto a cuál sería la aplicable.

Hago presente a Vuestra Excelencia mi más alta y distinguida consideración.

MANUEL TELLO.

Al Excmo. Señor WALTER THURSTON,
Embajador Extraordinario y Plenipotenciario,
Embajada de los Estados Unidos de América,
Presente.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

51620

Mexico, D.F., January 31, 1949.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 2835 which you addressed to me on the 26th instant. In the aforementioned note Your Excellency referred to the negotiations which led to the Convention for the establishment of an International Commission for Scientific Research on Tuna, which was signed on January 25, 1948.

Two points regarding this Convention were left pending, to be settled by an exchange of notes between both Governments, for the purpose of defining the exact sense of sub-paragraphs 7 and 9 of article I.

With regard to the first of the aforementioned sub-paragraphs, I am pleased to inform Your Excellency that, in accordance with what was agreed, the Mexican Commissioners shall be instructed in due time so that in the first year the designation of Chairman of the Commission and of Director of Research will be effected simultaneously and in such a manner that the appointments will be given to persons of different nationality.

I am also pleased to inform Your Excellency, with regard to subparagraph 9 of the above-mentioned article I of the Convention, that my Government is in complete agreement with the interpretation of Your Excellency's Government, regarding the period for expressing disagreement, if any, with respect to the Statutes, Regulations and amendments thereto, which the Commission, under subparagraph 9, may submit to the Governments. The Mexican Government, like Your Excellency's, understands that in case such notifications are received by the Governments on different dates, the period of thirty days indicated in the aforementioned sub-paragraph will be computed beginning with the later of the above-mentioned dates, in order to avoid any confusion which might arise as to which would be the applicable date.

I assure Your Excellency of my highest and most distinguished consideration.

MANUEL TELLO.

His Excellency

WALTER THURSTON,

*Ambassador Extraordinary and Plenipotentiary,
Embassy of the United States of America,
City.*

*Ante, p. 525**Ante, p. 516.*

THAILAND

U. S. EDUCATIONAL FOUNDATION

Agreement signed at Bangkok July 1, 1950; entered into force July 1, 1950. TIAS 2095
July 1, 1950

AGREEMENT

Between

**The Government of the United States of America and
the Government of Thailand for Financing Certain
Educational Exchange Programs**

AGREEMENT**Between**

The Government of the United States of America and the Government of Thailand for Financing Certain Educational Exchange Programs

The Government of the United States of America and the Government of Thailand;

Desiring to promote further mutual understanding between the peoples of the United States of America and Thailand by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32 (b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies, of such foreign government acquired as a result of surplus property disposals, for certain educational activities; and

Considering that under the provisions of Article 6 of the Sales Contract dated May 16, 1946,^[1] as amended by Supplement 2 dated May 14, 1949,^[1] the Government of the United States may request local currency of Thailand made available for the payment of any or all expenditures in Thailand of the United States and its agencies, including the payment of the cost of such educational and cultural programs as may be agreed upon by the United States and Thailand

Have agreed as follows:

Article 1

The Foundation.

There shall be established a Foundation to be known as the United States Educational Foundation in Thailand (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Thailand as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States from funds obtained from the Government of Thailand in accordance with the

¹ Not printed.

Sales Contract of May 16, 1946, as amended by Supplement No. 2 dated May 14, 1949. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement. The funds shall be regarded in Thailand as property of a foreign government.

The funds made available under the present agreement within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Thailand, for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

Use of funds.

- (1) financing studies, research, instruction and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Thailand, or of the nationals of Thailand in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or
- (2) furnishing transportation for citizens of Thailand who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

Article 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement including the following:

Powers of Foundation.

- (1) Plan and, subject to the approval of the Secretary of State of the United States of America, carry out programs, in accordance with the purpose of Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.

- (2) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Thailand, and institutions of Thailand, qualified to participate in the program in accordance with the aforesaid Act.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the present agreement.
- (4) Authorize the Treasurer of the Foundation or such other person as the Foundation may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Foundation or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America and he shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.
- (5) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present agreement.
- (6) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.
- (7) Engage an Executive Officer, administrative and clerical staff and fix and authorize the payment of the salaries and wages thereof out of funds made available under the present agreement.

Article 3

Expenditures; annual budget.

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

Article 4

The Board.

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated "the Board"), four of whom shall be citizens of the United States of America and four of whom shall be citizens of Thailand. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America in Thailand

(hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board at least two of whom shall be officers of the United States Foreign Service establishment in Thailand. The Government of Thailand shall have the power to appoint and remove the citizens of Thailand on the Board.

Chief of Mission.

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

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

Expenses.

Article 5

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

By-laws and committees.

Article 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of Thailand.

Annual reports.

Article 7

The principal office of the Foundation shall be in the capital city of Thailand but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

Principal office, etc.

Article 8

The Government of Thailand shall, as and when requested by the Government of the United States of America for purposes of this agreement, make available for deposit in Thailand in an account in the name of the Treasurer of the United States of America, amounts of currency of the Government of Thailand up to an aggregate amount

Currency to be
made available by
Government of Thailand.

equivalent to \$1,000,000 (United States currency); provided, however, that in no event shall a total amount of the currency of the Government of Thailand in excess of the equivalent of \$200,000 (United States currency) be made available during any single calendar year.

Rate of exchange.

The rate of exchange between currency of the Government of Thailand and United States currency to be used in determining the amount of currency of the Government of Thailand to be so deposited, shall be the rate established pursuant to the provisions of Article 6, c. of Supplement No. 2 of the Sales Contract.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Foundation currency of the Government of Thailand in such amounts as may be required for the purposes of this agreement but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

Article 9**Tax exemptions,
etc.**

The Government of Thailand shall extend to citizens of the United States residing in Thailand and engaged in educational activities under the auspices of the Foundation such privileges with respect to exemption from taxation and other burdens affecting the entry, travel, residence and exit of such persons, as are extended to Thai citizens residing in the United States of America engaged in similar activities.

Article 10

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

Article 11**"Secretary of State
of the United States of
America."**

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Article 12**Amendment.**

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

Article 13

The present agreement shall come into force upon the date of signature. Entry into force.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Bangkok in duplicate, in the English language this 1st day of July, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES
OF AMERICA.

EDWIN F. STANTON
Edwin F Stanton
American Ambassador

FOR THE GOVERNMENT OF THAILAND

NAI WARAKAN BANCHА.
Warakan Banchа
Minister of Foreign Affairs

[SEAL]

[SEAL]

CANADA HALIBUT FISHING VESSELS

TIAS 2096
Mar. 24, 1950

Convention extending port privileges on the Pacific coasts of the United States of America and Canada signed at Ottawa March 24, 1950; ratification advised by the Senate of the United States of America June 27, 1950 ratified by the President of the United States of America July 3, 1950 ratified by Canada June 21, 1950; ratifications exchanged at Ottawa July 13, 1950; proclaimed by the President of the United States of America August 2, 1950; entered into force July 13, 1950.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION

WHEREAS a convention between the United States of America and Canada for the extension of port privileges to halibut fishing vessels on the Pacific Coasts of the United States of America and Canada was signed by their respective plenipotentiaries at Ottawa on March 24, 1950, the original of which convention is word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND CANADA FOR THE EXTENSION OF PORT PRIVILEGES TO HALIBUT FISHING VESSELS ON THE PACIFIC COASTS OF THE UNITED STATES OF AMERICA AND CANADA

PREAMBLE

The Government of the United States of America and the Government of Canada, desiring to further the well-being of their fishermen engaged in the halibut fishery of the North Pacific Ocean by extending to the halibut fishing vessels of each other certain privileges in ports of the Pacific Coasts of the United States of America and Canada, respectively, have resolved for that purpose to conclude a Convention, and to that end have appointed as their Plenipotentiaries:

Plenipotentiaries.

The Honourable LAURENCE A. STEINHARDT for the United States of America, and

The Honourable ROBERT WELLINGTON MAYHEW for Canada.

Who, having communicated to each other their full powers found in good and due form, have agreed as follows:

ARTICLE I

Fishing vessels of the United States of America engaged in the North Pacific halibut fishery only shall, subject to compliance with applicable customs, navigation, and fisheries laws of Canada, have the privileges in the ports of entry of Canada

(1) to land their catches of halibut and sablefish without the payment of duties and

Privileges of U.S.
vessels in Canadian
ports of entry.

- (a) sell them locally on payment of the applicable customs duty;
 - (b) trans-ship them in bond under customs supervision to any port of the United States of America; or
 - (c) sell them in bond for export, and
- (2) to obtain supplies, repairs, and equipment.

ARTICLE II

Privileges of Canadian vessels in U. S. ports of entry.

Fishing vessels of Canada engaged in the North Pacific halibut fishery only shall, subject to compliance with applicable customs and navigation laws of the United States of America, have the privileges in the ports of entry of the United States of America

- (1) to land their catches of halibut and sablefish without the payment of duties and
 - (a) sell them locally on payment of the applicable customs duty;
 - (b) trans-ship them in bond under customs supervision to any port of Canada; or
 - (c) sell them in bond for export; and
- (2) to obtain supplies, repairs, and equipment.

ARTICLE III

This Convention shall be ratified and the instruments of ratification shall be exchanged at Ottawa as soon as possible.

ARTICLE IV

Duration; termination.

This Convention shall come into effect immediately upon the exchange of ratifications.^[1] It shall continue in effect for a period of one year from that date and indefinitely after that period, but may be terminated by either of the Contracting Governments at the end of the one year period or at any time thereafter provided that at least twelve months prior notice of termination has been given.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Convention.

Done at Ottawa, in duplicate, in the English language, both texts being equally authentic, this 24th day of March, 1950.

For the United States of America:

LAURENCE A. STEINHARDT

For Canada:

R. W. MAYHEW

^[1] Entered into force July 13, 1950.

WHEREAS the Senate of the United States of America by their Resolution of June 27, 1950, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was duly ratified by the President of the United States of America on July 3, 1950, 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 Ottawa on July 13, 1950;

Exchange of instruments of ratification.

AND WHEREAS it is provided in Article IV of the said convention that the convention shall come into effect immediately upon the exchange of ratifications;

Now, THEREFORE, be it known that I, Harry S. Truman, 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 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 second day of August in the year of our Lord one thousand nine hundred fifty and of [SEAL] the Independence of the United States of America the one hundred seventy-fifth.

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

UNITED KINGDOM

BIZONAL FUSION FINANCIAL SETTLEMENT

TIAS 2098
June 28, 1950

Agreement implementing the agreement of December 2, 1946, as amended and extended. Effectuated by exchange of notes signed at Washington June 28, 1950; entered into force June 28, 1950.

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE

WASHINGTON

June 28, 1950

EXCELLENCY:

I have the honor to refer to the discussions which have taken place between the Government of the United Kingdom and the Government of the United States on the subject of financial issues arising from the Bizonal Fusion Agreement of December 2, 1946, as amended by the Agreement of December 17, 1947 and its extensions agreed on December 31, 1948, March 31, 1949 and June 30, 1949, and the financial issues arising from the Trizonal Fusion which has been accomplished under the Charter of the Allied High Commission for Germany.

In the interest of settling these outstanding issues, I have the honor to submit the following proposals for the consideration of the Government of the United Kingdom:

Funds made available by U. K.

1. The Government of the United Kingdom will make available sterling funds to the Government of the German Federal Republic, by payment to the Joint Export-Import Agency in final discharge of its obligations under paragraph 1 of the Revised Fusion Agreement of December 17, 1947 as subsequently amended and extended. It is the understanding of the Government of the United States that the Government of the United Kingdom proposes to make available pounds sterling 1,305,000 under paragraph 1(a)ii and pounds sterling 1,150,000 under paragraph 1(a)iii of the Agreement.

2. In order to implement the provisions of the Charter of the Allied High Commission and of the Bizonal Fusion Agreement of June 30, 1949, the Government of the United States proposes that the two Governments instruct their respective High Commissioners to work out with the French High Commissioner suitable arrangements to come into effect as promptly as possible for the liquidation of the Joint

Liquidation of Joint Export-Import Agency.

Export-Import Agency, the transfer to the Federal Government of its assets, and the assumption by the Federal Government of the liability to meet any of the remaining claims on the Joint Export-Import Agency which are approved under procedures established by the Allied High Commission.

3. Sterling balances to the credit of the No. 2 Account of the Bank Deutscher Laender with the Bank of England will be transferred to the No. 1 Account on June 30, 1950. While these funds will be regarded as existing resources for the purposes of the European Payments Union, they will be segregated in a special sub-account or by other means and will not be merged with other funds of the No. 1 Account pending the determination of the rights of the parties to the European Payments Union with respect to sterling balances. It is agreed that the United Kingdom Government will not claim that the funds from the No. 2 Account so transferred should be taken into account in the determination of drawing rights for the purposes of the Intra-European Payments Agreement of 1949-50.

Transfer of funds,
etc.

4. The Government of the United Kingdom will undertake to consult with the Government of the United States in regard to the provision of sterling to meet the current essential needs of the Federal Republic, in the event that the Federal Republic should be faced with a deficit in its sterling availabilities of such a character as to endanger the achievement of the objectives of the occupation, and there is no intra-European payments agreement or other similar multilateral payments agreement in force, provided that the United States is concurrently making economic aid available to the Federal Republic.

Consultation with
U. S.

5. The provisions of the preceding paragraph do not relate to expenditures which may be incurred for the maintenance of forces of occupation and control staff for Germany.

6. As part of the proposals outlined herein the Government of the United States will agree to release the Government of the United Kingdom from its obligation for conversion of sterling in the No. 2 Account into dollars under the terms of paragraph 4 of the Revised Fusion Agreement of December 17, 1947.

7. The understandings between the two Governments contained in paragraph 6 (e) of the Bizonal Fusion Agreement of December 2, 1946 with respect to the recovery of the costs incurred by the two Governments prior and pursuant to the Agreement remain in force.

Should these proposals commend themselves to the Government of the United Kingdom, I have the honor to suggest that this note and your reply shall constitute an Agreement between our two Governments, which shall come into force upon the date of your reply.

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

For The Secretary Of State:

HENRY A BYROADE

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS,
British Ambassador.

The British Ambassador to the Secretary of State

BRITISH EMBASSY,
WASHINGTON, D. C.

Ref. 1158/1/200/50

June 28, 1950.

SIR,

I have the honour to acknowledge receipt of your note of today's date, the terms of which are as follows:

"I have the honor to refer to the discussions which have taken place between the Government of the United Kingdom and the Government of the United States on the subject of financial issues arising from the Bizonal Fusion Agreement of December 2, 1946, as amended by the Agreement of December 17, 1947, and its extensions agreed on December 31, 1948, March 31, 1949 and June 30, 1949, and the financial issues arising from the Trizonal Fusion which has been accomplished under the Charter of the Allied High Commission for Germany.

"In the interest of settling these outstanding issues, I have the honor to submit the following proposals for the consideration of the Government of the United Kingdom.

1. The Government of the United Kingdom will make available sterling funds to the Government of the German Federal Republic, by payment to the Joint Export-Import Agency in final discharge of its obligations under paragraph 1 of the Revised Fusion Agreement of December 17, 1947, as subsequently amended and extended. It is the understanding of the Government of the United States that the Government of the United Kingdom proposes to make available pounds sterling 1,305,000 under paragraph 1(a)(ii) and pounds sterling 1,150,000 under paragraph 1(a)(iii) of the Agreement.

2. In order to implement the provisions of the Charter of the

Allied High Commission and of the Bizonal Fusion Agreement of June 30, 1949, the Government of the United States proposes that the two Governments instruct their respective High Commissioners to work out with the French High Commissioner suitable arrangements to come into effect as promptly as possible for the liquidation of the Joint Export-Import Agency, the transfer to the Federal Government of its assets, and the assumption by the Federal Government of the liability to meet any of the remaining claims on the Joint Export-Import Agency which are approved under procedures established by the Allied High Commission.

3. Sterling balances to the credit of the No. 2 Account of the Bank Deutscher Laender with the Bank of England will be transferred to the No. 1 Account on June 30, 1950. While these funds will be regarded as existing resources for the purposes of the European Payments Union, they will be segregated in a special sub-account or by other means and will not be merged with other funds of the No. 1 Account pending the determination of the rights of the parties to the European Payments Union with respect to sterling balances. It is agreed that the United Kingdom Government will not claim that the funds from the No. 2 Account so transferred should be taken into account in the determination of drawing rights for the purposes of the Intra-European Payments Agreement of 1949–50.

4. The Government of the United Kingdom will undertake to consult with the Government of the United States in regard to the provision of sterling to meet the current essential needs of the Federal Republic, in the event that the Federal Republic should be faced with a deficit in its sterling availabilities of such a character as to endanger the achievement of the objectives of the occupation, and there is no Intra-European Payments Agreement or other similar multilateral payments agreement in force, provided that the United States is concurrently making economic aid available to the Federal Republic.

5. The provisions of the preceding paragraph do not relate to expenditures which may be incurred for the maintenance of forces of occupation and control staff for Germany.

6. As part of the proposals outlined herein the Government of the United States will agree to release the Government of the United Kingdom from its obligation for conversion of sterling in the No. 2 Account into dollars under the terms of paragraph 4 of the Revised Fusion Agreement of December 17, 1947.

7. The understandings between the two Governments contained in paragraph 6(e) of the Bizonal Fusion Agreement of December 2, 1946 with respect to the recovery of the costs incurred by the two Governments prior and pursuant to the Agreement remain in force.

"Should these proposals commend themselves to the Government of the United Kingdom, I have the honor to suggest that this note and your reply shall constitute an Agreement between our two Governments, which shall come into force upon the date of your reply."

In reply, I have the honour to inform you that His Majesty's Government in the United Kingdom accept the proposals set forth in your note and, in accordance with the suggestion contained therein, your note and this reply shall be regarded as constituting an Agreement between our two Governments in this matter, to be in force from the date of this reply.

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

OLIVER FRANKS.

The Honourable
DEAN ACHESON,
Secretary of State,
United States Department of State,
Washington, D. C.

UNITED KINGDOM

THE BAHAMAS LONG RANGE PROVING GROUND

Agreement and exchange of notes signed at Washington July 21, 1950; entered into force July 21, 1950.

TIAS 2099
July 21, 1950

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING A LONG RANGE PROVING GROUND FOR GUIDED MISSILES TO BE KNOWN AS "THE BAHAMAS LONG RANGE PROVING GROUND"

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, with the concurrence of the Government of the Bahama Islands,

Considering that it is the intention of the Government of the United States of America to establish a Long Range Proving Ground consisting of a Main Base and Launching Area which shall be in the vicinity of Cape Canaveral, Florida, United States of America, and of a Flight Testing Range, as defined in this Agreement, which shall extend to the south-east from the Launching Area through the Bahama Islands and the waters adjacent thereto,

Having decided that the said Proving Ground should be used by the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for testing the flight of guided missiles and associated equipment and for training with such missiles and equipment, and

Desiring that this Agreement shall be fulfilled in a spirit of good neighborliness between the Governments concerned, and that details of its practical application shall be arranged by friendly cooperation,

Have agreed as follows:

Article I Definitions

For the purposes of this Agreement:

(1) "Range Area" means that part of the Flight Testing Range which lies within the territory of the Bahama Islands (including the territorial waters thereof).

"Range Area."

(2) "United States authorities" means the authority or authorities from time to time authorized or designated, by the Government of the

"United States authorities."

United States of America, for the purpose of exercising the powers in relation to which the expression is used.

"United States Forces."

(3) "United States Forces" means the armed forces of the United States of America, and "member of the United States Forces" means a member of those forces who is entitled to wear the uniform thereof.

"Flight Testing Range."

(4) "Flight Testing Range" means the area within the red and hatched line drawn on the attached map.

"National of the United States."

(5) "National of the United States" means a citizen of the United States or a person who, though not a citizen of the United States, owes allegiance to the United States.

"British national."

(6) "British national" means any British subject or Commonwealth citizen or any British protected person, but shall not include a person who is both a British national and a member of the United States Forces.

"Local alien."

(7) "Local alien" means a person, not being a British national, a member of the United States Forces or a national of the United States, who is ordinarily resident in the Bahama Islands.

"Sites."

(8) "Sites" means the sites provided under Article IV of this Agreement so long as they are so provided.

Article II

General Description of Rights

Rights of U. S. Government.

(1) Subject to the provisions of this Article, the Government of the United States of America shall have the right in the Range Area:

(a) to launch, fly and land guided missiles;

(b) to establish, maintain and use an instrumentation and a communications system including radar, radio, land lines and submarine cables for operational purposes in connection with the Flight Testing Range;

(c) to operate such vessels and aircraft as may be necessary for purposes connected directly with the operation of the Flight Testing Range.

Wireless stations, submarine cables, etc.

(2) No wireless station, submarine cable, land line or other installation shall be established within the Range Area except at such place or places as may be agreed between the Contracting Governments, provided that such agreement shall not be required in respect of any wireless station, submarine cable, land line or other installation to be established within a Site.

(3) No wireless station shall be established or used in the Range Area otherwise than for the purpose of operating the Flight Testing Range.

(4) When submarine cables established in accordance with paragraph (1) of this Article are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the Contracting Governments and, in the absence of agreement, they shall be removed by and at the expense of the Government of the United States of America.

Disposal of submarine cables.

(5) The use of radio frequencies, powers and band widths, for radio services (including radar), under any of the provisions of this Agreement, shall be subject to the prior concurrence of the Senior Member of the British Armed Forces posted to the Bahamas Long Range Proving Ground.

Use of radio frequencies, etc.

(6) The Contracting Governments shall, in consultation with the Government of the Bahama Islands, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement in the Flight Testing Range.

Exercise of rights.

(7) The rights granted to the Government of the United States of America by this Article shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication within the Flight Testing Range and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble.

Article III

Rights of Way

The Government of the United Kingdom of Great Britain and Northern Ireland shall, after consultation with the Government of the Bahama Islands, provide to the Government of the United States of America such rights of way as may be agreed to be necessary for the operation of the Flight Testing Range.

Article IV

Provision of Sites

(1) The Government of the United Kingdom shall, after consultation with the Government of the Bahama Islands, provide so long as this Agreement remains in force such Sites for the purpose of the operation of the Flight Testing Range as may be agreed between the Contracting Governments to be necessary for that purpose. When it is agreed between the Contracting Governments that any Site provided under this Article is no longer necessary for the purpose of the operation of the Flight Testing Range, the Government of the United Kingdom shall be entitled to cease to provide the Site for that purpose.

(2) Access to the Sites shall not be permitted to persons not officially connected with the Bahamas Long Range Proving Ground except with

Access to Sites.

the consent of the Senior Member of the British Armed Forces posted to the Bahamas Long Range Proving Ground and the Senior Member of the United States Armed Forces detailed to the said Proving Ground.

Article V

Jurisdiction

(1) The Government of the United States of America shall have the right to exercise the following jurisdiction over offenses committed in the Bahama Islands:

Members of U. S.
Forces.

(a) Where the accused is a member of the United States Forces,

- (i) if a state of war exists, exclusive jurisdiction over all offenses wherever committed;
- (ii) if a state of war does not exist, exclusive jurisdiction over security offenses wherever committed and United States interest offenses committed inside the Sites; concurrent jurisdiction over all other offenses wherever committed.

British nationals or
local aliens.

(b) Where the accused is a British national or a local alien and a civil court of the United States is sitting in the Bahama Islands, exclusive jurisdiction over security offenses committed inside the Sites.

Persons subject to
U. S. military or naval
law.

(c) Where the accused is not a member of the United States Forces, a British national or a local alien, but is a person subject to United States military or naval law,

- (i) if a state of war exists, exclusive jurisdiction over security offenses committed inside the Sites and United States interest offenses committed inside the Sites; concurrent jurisdiction over all other offenses wherever committed;
- (ii) if a state of war does not exist and there is no civil court of the United States sitting in the Bahama Islands, exclusive jurisdiction over security offenses which are not punishable under the law of the Bahama Islands; concurrent jurisdiction over all other offenses committed inside the Sites;
- (iii) if a state of war does not exist and a civil court of the United States is sitting in the Bahama Islands, exclusive jurisdiction over security offenses committed inside the Sites; concurrent jurisdiction over all other offenses wherever committed.

(d) Where the accused is not a member of the United States Forces, a British national or a local alien, and is not a person subject to United States military or naval law, and a civil court of the United States is sitting in the Bahama Islands, exclusive jurisdiction over security offenses committed inside the Sites; concurrent jurisdiction over all other offenses committed inside the Sites and, if a state of war exists, over security offenses committed outside the Sites.

(2) Wherever, under paragraph (1) of this Article, the Government of the United States of America has the right to exercise exclusive jurisdiction over security offenses committed inside the Sites, such right shall extend to security offenses committed outside the Sites which are not punishable under the law of the Bahama Islands.

(3) In every case in which under this Article the Government of the United States of America has the right to exercise jurisdiction and the accused is a British national, a local alien or, being neither a British national nor a local alien, is not a person subject to United States military or naval law, such jurisdiction shall be exercisable only by a civil court of the United States sitting in the Bahama Islands.

(4) In every case in which under this Article the Government of the United States of America has the right to exercise exclusive jurisdiction, the following provisions shall have effect:

(a) The United States authorities shall inform the Government of the Bahama Islands as soon as is practicable whether or not they elect to exercise such jurisdiction over any alleged offenses which may be brought to their attention by the competent authorities of the Bahama Islands or in any other case in which the United States authorities are requested by the competent authorities of the Bahama Islands to furnish such information.

(b) If the United States authorities elect to exercise such jurisdiction, the accused shall be brought to trial accordingly, and the courts of the Bahama Islands shall not exercise jurisdiction except in aid of a court or authority of the United States, as required or permitted by the law of the Bahama Islands.

(c) If the United States authorities elect not to exercise such jurisdiction, and if it shall be agreed between the Government of the Bahama Islands and the United States authorities that the alleged offender shall be brought to trial, nothing in this Article shall affect the exercise of jurisdiction by the courts of the Bahama Islands in the case.

Provisions affecting concurrent jurisdiction of U. S. Government.

(5) In every case in which under this Article the Government of the United States of America has the right to exercise concurrent jurisdiction, the following provisions shall have effect:

(a) The case shall be tried by such court as may be arranged between the Government of the Bahama Islands and the United States authorities.

(b) Where an offense is within the jurisdiction of a civil court of the Bahama Islands and of a United States military or naval court, conviction or acquittal of the accused by one such court shall not exclude subsequent trial by the other, but in the event of such subsequent trial the court in awarding punishment shall have regard to any punishment awarded in the previous proceedings.

(c) Where the offense is within the jurisdiction of a civil court of the Bahama Islands and of a civil court of the United States, trial by one shall exclude trial by the other.

(6) Notwithstanding anything contained elsewhere in this Article, when a state of war exists in which the Government of the United Kingdom is, and the Government of the United States of America is not, engaged, then in any case in which the Government of the United States of America would, but for this paragraph, have exclusive jurisdiction, that jurisdiction shall be concurrent in respect of any of the following offenses against any part of His Majesty's dominions committed outside the Sites or, if not punishable by the Government of the United States of America in the Bahama Islands, inside the Sites:

(a) treason;

(b) any offense of the nature of sabotage or espionage or against any law relating to official secrets;

(c) any other offense relating to operations in the Bahama Islands of the Government of any part of His Majesty's dominions, or to the safety of His Majesty's naval, military or air bases or establishments or any part thereof or of any equipment or other property of any such Government in the Bahama Islands.

U. S. jurisdiction over members of U. K., Dominion, or Colonial armed forces.

(7) Nothing in this Article shall give the Government of the United States of America the right to exercise jurisdiction over a member of a United Kingdom, Dominion or Colonial armed force, except that, if a civil court of the United States is sitting in the Bahama Islands and a state of war does not exist; or a state of war exists in which the Government of the United States of America is, and the Government of the United Kingdom is not, engaged, the Government of the United States of America shall have the right, where the accused is a member of any such force, to exercise concurrent jurisdiction over security offenses committed inside the Sites.

(8) Nothing in this Article shall affect the jurisdiction of a civil court of the Bahama Islands except as expressly provided in this Article.

(9) In this Article the following expressions shall have the meanings hereby assigned to them:

Definitions.

"Security offense."

(a) "Security offense" means any of the following offenses against the Government of the United States of America and punishable under the law of the United States of America:

- (i) treason;
- (ii) any offense of the nature of sabotage or espionage or against any law relating to official secrets;
- (iii) any other offense relating to operations, in the Bahama Islands, of the Government of the United States of America, or to the safety of any equipment or other property of the Government of the United States of America in the Bahama Islands.

"State of war."

(b) "State of war" means a state of actual hostilities in which either the Government of the United States of America or the Government of the United Kingdom is engaged and which has not been formally terminated, as by surrender.

"United States interest offense."

(c) "United States interest offense" means an offense which (excluding the general interest of the Government of the Bahama Islands in the maintenance of law and order therein) is solely against the interests of the Government of the United States of America or against any person (not being a British national or local alien) or property (not being property of a British national or local alien) present in the Bahama Islands by reason only of service or employment in connection with the construction, maintenance, operation or defense of the Flight Testing Range.

Article VI

Security Legislation

The Government of the Bahama Islands will take such steps as may from time to time be agreed to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the Sites and United States equipment and other property, and the operations of the United States under this Agreement and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Bahama Islands will also from time to time consult with the United States authorities in order that the laws and regulations of the United States of America and of the Bahama Islands in relation to such matters may, so far as circumstances permit, be similar in character.

Article VIIArrest and Service of Process

(1) No arrest of a person who is a member of the United States Forces or who is a national of the United States subject to United States military law shall be made and no process, civil or criminal, shall be served on any such person within any Site except with the permission of the Commanding Officer in charge of the United States Forces in such Site; but should the Commanding Officer refuse to grant such permission he shall (except where, under Article V, jurisdiction is to be exercised by the United States or is not exercisable by the courts of the Bahama Islands) forthwith take the necessary steps to arrest the person charged and surrender him to the appropriate authority of the Bahama Islands or to serve such process, as the case may be, and to provide for the attendance of the server of such process before the appropriate court of the Bahama Islands or procure such server to make the necessary affidavit or declaration to prove such service.

(2) In cases where the courts of the United States have jurisdiction under Article V, the Government of the Bahama Islands will on request give reciprocal facilities as regards the service of process and the arrest and surrender of persons charged.

(3) In this Article the expression "process" includes any process by way of summons, subpoena, warrant, writ or other judicial document for securing the attendance of a witness, or for the production of any documents or exhibits, required in any proceedings, civil or criminal.

Article VIIIRight of Audience for United States Counsel

In cases in which a member of the United States Forces shall be a party to civil or criminal proceedings in any court of the Bahama Islands by reason of some alleged act or omission arising out of or in the course of his official duty, United States counsel (authorized to practice before the courts of the United States) shall have the right of audience, provided that such counsel is in the service of the Government of the United States of America and appointed for that purpose either generally or specially by the appropriate authority.

Article IXSurrender of Persons Charged

Where a person charged with an offense which falls to be dealt with by the courts of the Bahama Islands is in a Site, or a person

"Process."

charged with an offense which falls under Article V to be dealt with by courts of the United States is in the Bahama Islands but outside the Sites, such person shall be surrendered to the Government of the Bahama Islands, or to the United States authorities, as the case may be, in accordance with special arrangements made between that Government and those authorities.

Article X

Public Services

The Government of the United States of America shall have the right to employ and use all utilities, services and facilities, harbors, roads, highways, bridges, viaducts, canals and similar channels of transportation belonging to or controlled or regulated by the Government of the Bahama Islands or the Government of the United Kingdom on such conditions as shall be agreed between the Contracting Governments.

Article XI

Shipping and Aviation

(1) The Government of the United States of America may place or establish in the Sites and the territorial waters adjacent thereto, or in the vicinity thereof, lights and other aids to navigation of vessels and aircraft necessary for the operation of the Flight Testing Range. Such lights and other aids shall conform to the system in use in the Bahama Islands. The position, characteristics and any alterations thereof shall be determined in consultation with the appropriate authority in the Bahama Islands and the Senior Member of the British Armed Forces posted to the Bahamas Long Range Proving Ground.

Aids to navigation.

(2) United States public vessels operated by the Army, Navy, Air Force, Coast Guard or the Coast and Geodetic Survey bound to or departing from a Site shall not be subject to compulsory pilotage in the Bahama Islands. If a pilot is taken pilotage shall be paid for at appropriate rates. Such United States public vessels shall have such exemption from light and harbor dues in the Bahama Islands as shall be agreed between the Contracting Governments.

Exemptions for
U. S. public vessels.

(3) Commercial aircraft shall not be authorized to operate from any of the Sites (save in case of emergency or for strictly military purposes under supervision of the Army, Navy or Air Force Departments) except by agreement between the Government of the United States of America and the Government of the United Kingdom.

Commercial air-
craft.

Article XIIImmigration

Admission of persons for purposes of Agreement.

(1) The immigration laws of the Bahama Islands shall not operate or apply so as to prevent admission into the Bahama Islands, for the purposes of this Agreement, of any member of the United States Forces posted to a Site or any person (not being a national of a Power at war with His Majesty The King) employed by, or under a contract with, the Government of the United States of America in connection with the establishment, maintenance, or use of the Flight Testing Range; but suitable arrangements shall be made by the United States to enable such persons to be readily identified and their status to be established.

Alteration of status of persons admitted.

(2) If the status of any person within the Bahama Islands and admitted thereto under the foregoing paragraph shall be altered so that he would no longer be entitled to such admission, the United States authorities shall notify the Government of the Bahama Islands and shall, if such person be required to leave the Bahama Islands by that Government, be responsible for providing him with a passage from the Bahama Islands within a reasonable time, and shall in the meantime prevent his becoming a public responsibility of the Bahama Islands.

Article XIIIMotor Vehicle Taxes

No tax or fee shall be payable in respect of registration or licensing for use in the Bahama Islands of motor vehicles belonging to the Government of the United States of America and used for purposes connected directly with the establishment, maintenance or use of the Flight Testing Range.

Article XIVCustoms Duties and Other Taxes on Goods

(1) No import, excise, consumption or other tax, duty or impost shall be charged on:

(a) material, equipment, supplies or goods for use in the establishment, maintenance, or use of the Flight Testing Range consigned to, or destined for, the United States authorities or a contractor;

(b) goods for use or consumption aboard United States public vessels or aircraft of the Army, Navy, Air Force, Coast Guard or Coast and Geodetic Survey;

Categories of goods exempt from taxes.
Post, pp. 561, 562.

(c) goods consigned to the United States authorities for the use of institutions under Government control known as Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or for sale thereat to members of the United States Forces, or civilian employees of the United States being nationals of the United States and employed in connection with the Flight Testing Range, or members of their families resident with them and not engaged in any business or occupation in the Bahama Islands;

(d) the personal belongings or household effects of persons referred to in sub-paragraph (c) of this Article and of contractors and their employees being nationals of the United States employed in the establishment, maintenance, or use of the Flight Testing Range and present in the Bahama Islands by reason only of such employment.

(2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of re-shipment from the Bahama Islands.

Goods exempt from export taxes.

(3) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Bahama Islands enroute to or from a Site.

(4) Administrative measures shall be taken by the United States authorities to prevent the resale of goods which are sold under paragraph (1) (c), or imported under paragraph (1) (d) of this Article, to persons not entitled to buy goods at such Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or not entitled to free importation under the said paragraph (1) (d); and generally to prevent abuse of the customs privileges granted under this Article. There shall be cooperation between such authorities and the Government of the Bahama Islands to this end.

Prevention of abuse of customs privileges.

(5) The understanding with respect to paragraph (1) (d) of Article XIV of the Agreement for the Use and Operation of Certain Bases, signed March 27, 1941, embodied in the notes exchanged by the Contracting Governments at Washington on January 18, 1946 and February 21, 1946, the texts of which are annexed hereto, is hereby made applicable to this Article.

55 Stat. 1566.

Post, p. 561.

Article XV

Taxation

(1) No member of the United States Forces or national of the United States, serving or employed in the Bahama Islands in connection with the establishment, maintenance or use of the Flight Testing

Income taxes.

Range, and residing in the Bahama Islands by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Bahama Islands except in respect of income derived from the Bahama Islands.

Poll taxes or property taxes.

(2) No such person shall be liable to pay in the Bahama Islands any poll tax or similar tax on his person, or any tax on ownership or use of property which is within a Site, or situated outside the Bahama Islands.

Taxes on contractors' profits.

(3) No person ordinarily resident in the United States shall be liable to pay income tax in the Bahama Islands in respect of any profits derived under a contract made in the United States with the Government of the United States of America in connection with the establishment, maintenance or use of the Flight Testing Range, or any tax in the nature of a license in respect of any service or work for the Government of the United States of America in connection with the establishment, maintenance or use of the Flight Testing Range.

Article XVI

Postal Facilities

The Government of the United States of America shall have the right to establish United States Military Post Offices in the Sites for the exclusive use of the United States Forces, and civilian personnel (including contractors and their employees) who are nationals of the United States and employed in connection with the establishment, maintenance or use of the Flight Testing Range and the families of such persons, for domestic use between United States Military Post Offices in the Sites and between such Post Offices and other United States Post Offices and Post Offices in the Panama Canal Zone and the Philippine Islands.

Article XVII

Health Measures in the Vicinity of the Sites

The Government of the United States of America shall have the right, in collaboration with the Government of the Bahama Islands, and, where necessary, with the local authority concerned, to exercise, without other consideration than adequate and effective compensation to be paid by the Government of the United States of America to private owners or occupiers, if any, such powers as such Government and local authority may possess of entering upon any property in the vicinity of the Sites for the purpose of inspection, and of taking any necessary measures to improve sanitation and protect health.

Article XVIIIRemoval of Property

(1) The title to any property placed on the Sites (including property affixed to the realty) and provided by the Government of the United States of America for the purposes of this Agreement, shall remain in the Government of the United States of America.

(2) At any time before the termination of this Agreement or within a reasonable time thereafter, such property may, at the discretion of the Government of the United States of America be

(a) relocated within the Sites, or

(b) removed therefrom, or

(c) disposed of while on a Site on the condition (unless otherwise agreed between the Government of the Bahama Islands and the United States authorities) that it shall forthwith be removed therefrom.

(3) Any ground from which such property is so removed, shall be restored, as far as possible, to its present condition by the Government of the United States of America.

(4) The Government of the United States of America will not, in the Bahama Islands, dispose of any such property

(a) without the consent of the Government of the Bahama Islands, or

(b) without offering the property for sale to that Government, if such offer is consistent with laws of the United States of America then in effect, or

(c) before the expiration of such period, not being less than 120 days after the date of such offer, as may be reasonable in the circumstances.

(5) Such property may be exported by the United States authorities free from any license, export tax, duty, or impost.

(6) Any such property not removed or disposed of as aforesaid within a reasonable time after the termination of this Agreement, shall become the property of the Government of the Bahama Islands.

Title to U. S. property.

Relocation, removal, or disposal of U. S. property.

Restoration of ground.

Conditions regarding disposal of property.

Exported property.

Status of property after termination of Agreement.

Article XIXRights to be Restricted to the Purposes of the Agreement

The Government of the United States of America shall not exercise any rights granted by this Agreement, or permit the exercise thereof, except for the purposes specified in this Agreement.

Article XXRights not to be Assigned

The Government of the United States of America shall not assign or part with any of the rights granted by this Agreement.

Article XXILiaison

The Senior Member of the British Armed Forces posted to the Bahamas Long Range Proving Ground and the Senior Member of the United States Armed Forces detailed to the said Proving Ground shall jointly decide the details of the execution of this Agreement in its application to specific situations, in the best interests of all concerned. The said Senior Member of the British Armed Forces shall be responsible for undertaking negotiations with the Government of the Bahama Islands in this connection.

Article XXIIClaims for Compensation

(1) The Government of the United States of America undertakes to pay adequate and effective compensation, which shall not be less than the sum payable under the laws of the Bahama Islands, and to indemnify the Governments of the United Kingdom and of the Bahama Islands and all other authorities, corporations and persons in respect of valid claims arising out of :

(a) the death or injury of any person, except persons employed by the Government of the United Kingdom in connection with the Bahamas Long Range Proving Ground, resulting from the establishment, maintenance or use by the Government of the United States of America of the Flight Testing Range;

(b) damage to property resulting from any action of the Government of the United States of America in connection with the establishment, maintenance or use of the Flight Testing Range;

(c) the acquisition of private property, or of rights affecting private property, to enable the Sites, or any rights of the Government of the United States of America under this Agreement, to be provided.

(2) Compensation payable under sub-paragraph (1) (c) of this Article shall be assessed in accordance with the laws of the Bahama Islands.

(3) For the purposes of this Article the laws of the Bahama Islands shall be the laws in force at the time of the signature of this Agree-

Grounds for valid
claims for compensa-
tion.

Assessment of com-
pensation.

Laws in force.

ment, provided that any subsequent alteration of the said laws shall have effect if the Contracting Governments so agree.

Article XXIII

Freedom from Rents and Charges

Except as provided in Articles XVII and XXII the Sites shall be provided, and the rights of the Government of the United States of America under this Agreement shall be made available, free from all rent and charges to the Government of the United States of America.

Article XXIV

Modification of the Agreement

Modification of this Agreement shall be considered by the Contracting Governments in the light of any modification of the Agreement between the Governments of the United States of America and the United Kingdom relating to the Bases leased to the United States of America dated the 27th March, 1941, which may be made under Article XXVIII of that Agreement.

55 Stat. 1570.

Article XXV

Implementation of the Agreement

(1) The Government of the United States of America and the Government of the Bahama Islands respectively will do all in their power to assist each other in giving full effect to the provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

(2) During the period for which this Agreement remains in force, no laws of the Bahama Islands which would derogate from or prejudice any of the rights conferred on the Government of the United States of America by this Agreement shall be applicable within the Range Area, save with the concurrence of the Government of the United States.

Applicability of Bahama Islands law during period of Agreement.

Article XXVI

Final Provisions

This Agreement shall come into force on the date of signature and shall continue in force for a period of twenty-five years and thereafter until one year from the day on which either Contracting Government shall give notice to the other of its intention to terminate the Agreement.

Entry into force duration.
Post, pp. 564, 565.

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

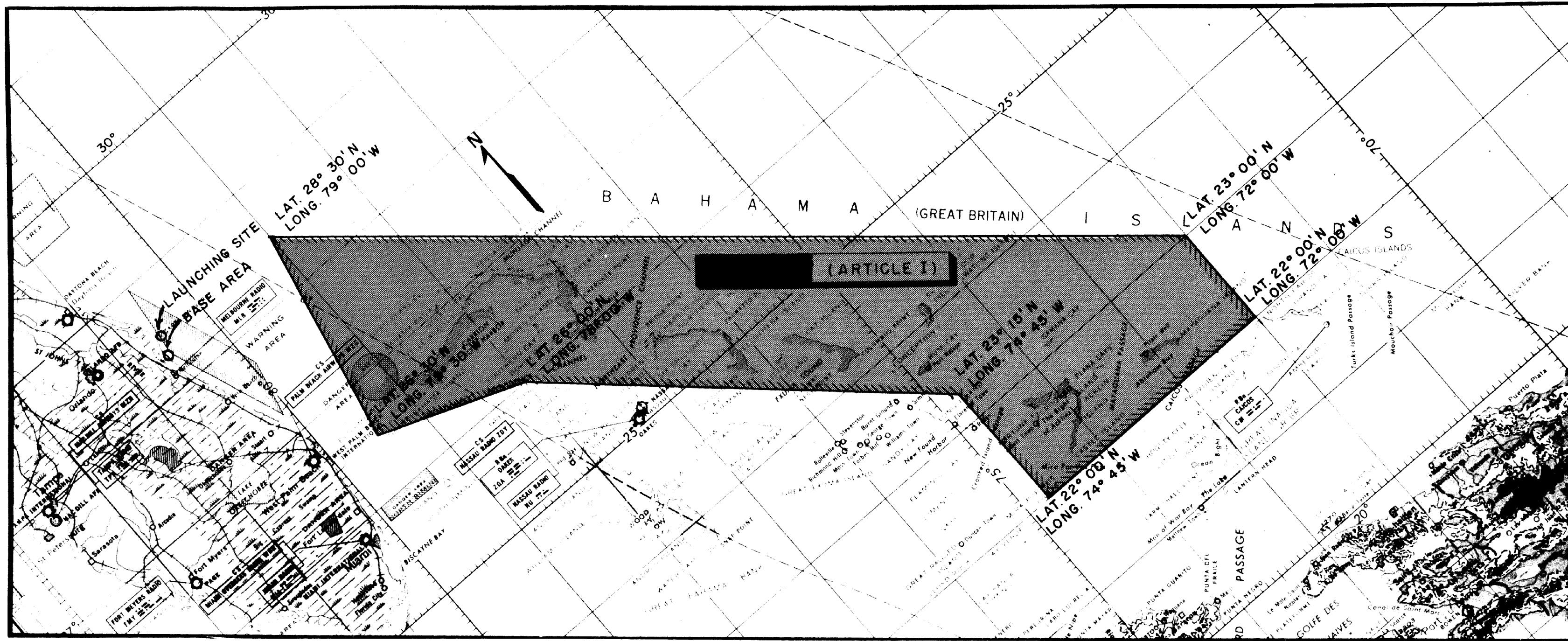
DONE in duplicate at Washington this 21st day of July, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DEAN ACHESON
Secretary of State
of the United States of America

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

OLIVER FRANKS.
Ambassador Extraordinary and Plenipotentiary
at Washington



ANNEX

BRITISH EMBASSY,
WASHINGTON, D. C.

January 18th, 1946.

No. 35
Ref : 265/2/46

SIR,

I have the honour to inform Your Excellency that the Government of the United Kingdom has agreed to the following understanding in respect of paragraph (1) (D) of Article XIV of the Agreement for the Use and Operation of Certain Bases which was concluded between the Governments of the United States and of the United Kingdom at London on March 27th, 1941 insofar as that Agreement relates to bases in Bermuda, in the Caribbean and in British Guiana:

55 Stat. 1566.

(a) By arrangement with the United States authorities, the Colonial authorities will be shown and have explained to them the administrative measures taken to prevent the unauthorised resale of goods sold under Article XIV (1) (C) and other precautions taken to prevent abuse of customs privileges granted under that Article.

(b) The United States authorities will undertake to ensure that free importation is strictly limited to goods covered by the above-mentioned Agreement and subsequent correspondence and, in particular, that goods outside the interpretation given by the Government of the United Kingdom to Article XIV (1) (D) but within that given to it by the Government of the United States (consumable goods and goods acquired after first arrival) and presents are not admitted free of duty unless they comply with the conditions already agreed, i. e. they must be (i) of United States origin, if the Colonial Government so requires, (ii) imported by (or presents for) United States personnel described in Article XIV (1) (C), and (iii) imported for the personal use of the recipient.

(c) This understanding and these arrangements are subject to and without prejudice to reconsideration of the question *ab initio* in due course.

(d) It is, of course, also understood that the United States will continue to do all in their power to prevent any abuse of customs privileges and that United States authorities will co-operate with the

Colonial authorities to this end at every level both in prevention and in investigation of cases where there is evidence of leakage.

2. If the Government of the United States agrees to this understanding, I would suggest that the present Note and Your Excellency's reply to that effect be regarded as placing it on record.

I have the honour to be with the highest consideration Sir,

Your most obedient humble Servant,

JOHN BALFOUR.

(For the Ambassador)

The Honourable DEAN ACHESON,
Acting Secretary of State,
Department of State,
Washington, D. C.

DEPARTMENT OF STATE
 WASHINGTON
 February 21, 1946

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note no. 35 of January 18, 1946 (Ref: 265/2/46), stating that the Government of the United Kingdom has agreed to the following understanding in respect of paragraph (1) (D) of Article XIV of the Agreement for the Use and Operation of Certain Bases, which was concluded between the Governments of the United States and of the United Kingdom at London on March 27, 1941, in so far as that Agreement relates to Bases in Bermuda, in the Caribbean and in British Guiana:

55 Stat. 1566.

Measures to prevent unauthorized resale of goods.

Limitation of free importation of goods.

"(a) By arrangement with the United States authorities, the Colonial authorities will be shown and have explained to them the administrative measures taken to prevent the unauthorized resale of goods sold under Article XIV (1) (C) and other precautions taken to prevent abuse of customs privileges granted under that Article.

"(b) The United States authorities will undertake to ensure that free importation is strictly limited to goods covered by the above-mentioned Agreement and subsequent correspondence and, in particular, that goods outside the interpretation given by the Government of the United Kingdom to Article XIV (1) (D) but within that given to it by the Government of the United States (consumable goods and goods acquired after first arrival) and presents are not admitted free of duty unless they comply with the conditions

already agreed, i. e. they must be (i) of United States origin, if the Colonial Government so requires, (ii) imported by (or presents for) United States personnel described in Article XIV (1) (C), and (iii) imported for the personal use of the recipient.

“(c) This understanding and these arrangements are subject to and without prejudice to reconsideration of the question *ab initio* in due course.

“(d) It is, of course, also understood that the United States will continue to do all in their power to prevent any abuse of customs privileges and that United States authorities will co-operate with the Colonial authorities to this end at every level both in prevention and in investigation of cases where there is evidence of leakage.”

Prevention of abuse
of customs privileges.

In reply I have the honor to inform Your Excellency that the Government of the United States agrees with the above understanding and that Your Excellency's note and this reply will be regarded as placing it on record.

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

For the Secretary of State:
DONALD RUSSELL

His Excellency

The Right Honorable

THE EARL OF HALIFAX, K. G.,
British Ambassador.

The British Ambassador to the Secretary of State

No. 375
Ref: 1191/4/59/50

BRITISH EMBASSY,
WASHINGTON, D. C.
21st July 1950.

SIR,

With reference to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning a long-range proving ground for guided missiles to be known as "The Bahamas Long Range Proving Ground" which was signed today, I have the honour to inform you, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, that certain provisions of the Agreement will require to be implemented by future legislation of the Bahamas Legislature. While, therefore, legislation for this purpose will be introduced at the earliest opportunity, the Government of the United States of America will understand that the obligation imposed upon His Majesty's Government by the provisions to which I have referred will be subject to the passage of the necessary legislation by the Bahamas Legislature.

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

OLIVER FRANKS.

The Honourable

DEAN G. ACHESON,
*Secretary of State
of the United States,
Washington, D. C.*

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE
WASHINGTON
July 21, 1950

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date stating that certain provisions of the Agreement concerning the Bahamas Long Range Proving Ground, which was signed today, will not come into effect until implemented by action of the Bahamas Legislature.

Due note has been taken of this requirement. The Government of the United States of America is glad to know that legislation for this purpose will be introduced at the earliest opportunity.

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

DEAN ACHESON

His Excellency
The Right Honorable
Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,
British Ambassador.

Ante, p. 545.

PERU

HEALTH AND SANITATION

TIAS 2101
June 28, 1948,
and May 22, 1950

Agreement providing for extension of the cooperative program, as modified and extended. Effectuated by exchange of notes signed at Lima June 28, 1948, and May 22, 1950; entered into force June 30, 1948.

The American Chargé d'Affaires ad interim to the Peruvian Minister for Foreign Affairs

AMERICAN EMBASSY

No. 1024

Lima, Perú, June 28, 1948.

EXCELLENCY:

I have the honor to refer to the Basic Agreement [¹] between the Government of Peru and the Institute of Inter-American Affairs, arising out of an exchange of notes between His Excellency David Dasso, Minister of Finance and Commerce of Peru and His Excellency Sumner Welles, Under Secretary of State, the United States of America in May, 1942, as later modified and extended, which provided for the initiation and execution of the existing health and sanitation program in Peru. I also refer to Your Excellency's note of June 26, 1948, [²] suggesting the consideration by our respective Governments of a further extension of that Agreement.

58 Stat. 1543; 61 Stat., pt. 3, pp. 2484, 2961; pt. 4, p. 3361.

As Your Excellency knows, the mentioned Basic Agreement, as amended, provides that the health and sanitation program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Peru that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year from June 30, 1948, through June 30, 1949. It would be understood that, during such period of extension, the Institute would make a contribution of \$75,000 U. S. Currency to the Servicio Cooperativo Inter-Americano de Salud Pública for use in carrying out project activities of the program on condition that your Government would contribute to the Servicio for the same purpose

¹ Not printed. An agreement between the Institute of Inter-American Affairs and the Ministry of Public Health and Social Welfare, effected by exchange of letters dated July 7 and 11, 1942.

² Not printed.

June 28, 1948

May 22, 1950

the sum of \$/3,891,000.00. The Institute would also be willing during the same extension period to make available funds to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff, who are maintained by the Institute in Peru. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

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, which shall come into force on the date of signature of an agreement by the Minister of Public Health and Social Welfare and by a representative of the Institute of Inter-American Affairs [¹] embodying the above-mentioned technical details.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Health and Sanitation and the Institute of Inter-American Affairs.

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

R. M. DE LAMBERT
*Chargé d'Affaires
ad interim*

His Excellency

General don ARMANDO REVOREDO IGLESIAS,
*Minister for Foreign Affairs,
Lima.*

The Peruvian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

LIMA, 22 de mayo de 1950.

Nº:(M)- 6-3/64

SEÑOR EMBAJADOR:

Tengo a honra referirme a la nota de esa Embajada N°1024, de 28 de junio de 1948, por la que accediendo al pedido de este Ministerio se conviene en una prórroga por un año, a partir del 30 de junio, del Convenio Cooperativo de Salud Pública.

¹ June 30, 1948.

Entry into force.

Para formalizar la situación, debo manifestar a Vuestra Excelencia que el Gobierno del Perú consideró vigente y en funcionamiento la prórroga del citado Convenio, desde el 30 de junio de 1948, fecha en que se firmó el Convenio respectivo entre el Ministerio de Salud Pública del Perú y el Instituto de Asuntos Interamericanos, perfeccionado por la aquiescencia del Gobierno de Vuestra Excelencia al pedido de prórroga hecho por el Perú.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

E. RODRIGUEZ

Al Excelentísimo señor

HAROLD H. TITTMANN, *Embajador Extraordinario y
Plenipotenciario de los Estados Unidos de América.*

Ciudad.-

Translation

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No: (M)- 6-3/64

LIMA, May 22, 1950.

MR. AMBASSADOR:

I have the honor to refer to your Embassy's note No. 1024, of June 28, 1948, in which, in accordance with the request of this Ministry, there is agreement to an extension for one year, beginning with June 30, of the Cooperative Agreement on Public Health.

In order to legalize the situation, I must inform Your Excellency that the Government of Peru considered the extension of the aforementioned Agreement as being in force and operative from June 30, 1948, the date on which the Agreement in question was signed between the Ministry of Public Health of Peru and the Institute of Inter-American Affairs, when it had been formalized by the acquiescence of Your Excellency's Government to the request for extension made by Peru.

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

E. RODRIGUEZ

His Excellency

HAROLD H. TITTMANN, *Ambassador Extraordinary and
Plenipotentiary of the United States of America.*

City.-

CANADA

PACIFIC OCEAN WEATHER STATIONS

*Agreement effected by exchange of notes signed at Washington June 8 and
22, 1950; entered into force June 22, 1950.*

TIAS 2103
June 8, 22,
1950

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

318

WASHINGTON, D. C.

June 8, 1950.

SIR,

I have the honour to refer to discussions between representatives of our two Governments which were held in Washington on July 25, 1949, with a view to establishing a Pacific Ocean Station Programme.

During these discussions it was tentatively agreed that the following Station locations would form an acceptable Pacific network of Ocean Stations for establishment at an early date and operation for an interim period until this scheme can be incorporated in a broader international agreement which the International Civil Aviation Organization might find possible to establish within the next few years.

"N" - 30 Degrees North - 140 Degrees West
"O" - 40 Degrees North - 142 Degrees West
"P" - 50 Degrees North - 145 Degrees West
"Q" - 43 Degrees North - 167 Degrees West
"S" - 48 Degrees North - 162 Degrees East
"T" - 14 Degrees North - 133 Degrees East
"X" - 42 Degrees North - 151 Degrees East

I have the honour to inform you that the Canadian Government has approved the establishment of the Programme on the understanding that:

- (A) Ocean Station "X" will continue to be operated by the Japanese Government. (This Station is presently located at 39 Degrees North 153 Degrees East).
- (B) Ocean Stations "N" and "O" will be operated by the Government of the United States.
- (C) Ocean Stations "Q" and "S" and "T" will be operated by the Government of the United States as soon as appropriate funds for the purpose are available.
- (D) Ocean Station "P" will be operated by the Government of Canada.

In addition, it is understood that, in consideration of the full operation by the Canadian Government of Ocean Station "P" at 50 Degrees North 145 Degrees West, the United States Government will undertake full operation of Ocean Weather Station "B" at 56 Degrees 30 Minutes North and 51 Degrees West in the Atlantic Ocean, thus enabling the Canadian Government to discharge in the Pacific Ocean its full obligation for both the Pacific and Atlantic Oceans. The latter obligation was established by the International Agreement on North Atlantic Ocean Weather Stations, signed in London, on September 25th, 1946; [1] and as revised by the Agreement on North Atlantic Ocean Weather Stations, signed in London, May 12, 1949.

Ante, p. 356.

It is understood that this arrangement would be in consonance with Annex II of the International Agreement on North Atlantic Ocean Weather Stations signed in London September 25, 1946, and in consonance with Article X of the Agreement on North Atlantic Ocean Weather Stations signed in London on May 12, 1949.

It is further understood, if this proposal is acceptable, that both Governments shall notify I.C.A.O. of this arrangement.

If the foregoing proposals are acceptable to your Government I have the honour to suggest that this note and your reply thereto shall constitute an agreement between our two Governments on this matter.

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

H. H. WRONG

The Honourable DEAN ACHESON,
The Secretary of State of the United States,
Washington, D. C.

The Under Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
 WASHINGTON

Jun 22 1950

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 318 of June 8, 1950 which reads as follows:

"I have the honour to refer to discussions between representatives of our two Governments which were held in Washington on July 25, 1949, with a view to establishing a Pacific Ocean Station Programme.

¹ Not printed, since the agreement never entered into force.

"During these discussions it was tentatively agreed that the following Station locations would form an acceptable Pacific network of Ocean Stations for establishment at an early date and operation for an interim period until this scheme can be incorporated in a broader international agreement which the International Civil Aviation Organization might find possible to establish within the next few years.

"N" - 30 Degrees North - 140 Degrees West
 "O" - 40 Degrees North - 142 Degrees West
 "P" - 50 Degrees North - 145 Degrees West
 "Q" - 43 Degrees North - 167 Degrees West
 "S" - 48 Degrees North - 162 Degrees East
 "T" - 44 Degrees North - 133 Degrees East
 "X" - 42 Degrees North - 151 Degrees East

Station locations.

"I have the honour to inform you that the Canadian Government has approved the establishment of the Programme on the understanding that:

- (A) Ocean Station "X" will continue to be operated by the Japanese Government. (This Station is presently located at 39 Degrees North 153 Degrees East).
- (B) Ocean Station "N" and "O" will be operated by the Government of the United States.
- (C) Ocean Stations "Q" and "S" and "T" will be operated by the Government of the United States as soon as appropriate funds for the purpose are available.
- (D) Ocean Station "P" will be operated by the Government of Canada.

Operation of Stations.

"In addition, it is understood that, in consideration of the full operation by the Canadian Government of Ocean Station "P" at 50 Degrees North 145 Degrees West, the United States Government will undertake full operation of Ocean Weather Station "B" at 56 Degrees 30 Minutes North and 51 Degrees West in the Atlantic Ocean, thus enabling the Canadian Government to discharge in the Pacific Ocean its full obligation for both the Pacific and Atlantic Oceans. The latter obligation was established by the International Agreement on North Atlantic Ocean Weather Stations, signed in London, on September 25th, 1946; and as revised by the Agreement on North Atlantic Ocean Weather Stations, signed in London, May 12, 1949.

Ante, p. 356.

"It is understood that this arrangement would be in consonance with Annex II of the International Agreement on North Atlantic

Ocean Weather Stations signed in London September 25, 1946, and in consonance with Article X of the Agreement on North Atlantic Ocean Weather Stations signed in London on May 12, 1949.

"It is further understood, if this proposal is acceptable, that both Governments shall notify I. C. A. O. of this arrangement.

"If the foregoing proposals are acceptable to your Government I have the honour to suggest that this note and your reply thereto shall constitute an agreement between our two Governments on this matter."

In reply, I have the honor to inform you that the Government of the United States of America concurs in the foregoing proposals of the Government of Canada and agrees that your note and this reply shall constitute an agreement between the two Governments on this matter.

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

JAMES E. WEBB

His Excellency

HUME WRONG,

Ambassador of Canada.

VENEZUELA

NAVAL MISSION

Agreement signed at Washington August 23, 1950; entered into force August 23, 1950.

TIAS 2104
Aug. 23, 1950

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF VENEZUELA

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE VENEZUELA

In compliance with the request made to the Government of the United States of America, the President of the United States has authorized the appointment of Naval Officers and Personnel to constitute a Naval Mission in Venezuela, under the terms stipulated below:

De conformidad con la solicitud del Gobierno de Venezuela al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales navales y personal subalterno para constituir una Misión Naval en Venezuela, de acuerdo con las condiciones estipuladas a continuación:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of National Defense of Venezuela and to advise Officers of the Naval Forces of Venezuela in improving the efficiency of the Naval Forces of that Country.

ARTICULO 1. El objeto de esta Misión es cooperar con el Ministerio de la Defensa Nacional de Venezuela y asesorar a los oficiales de las fuerzas navales de Venezuela con el propósito de aumentar la eficiencia de las fuerzas navales de ese país.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and Venezuela, unless it is sooner terminated or extended as specified below. Any member

ARTICULO 2. Esta Misión existirá por un período de cuatro años a partir de la fecha de la firma de este Convenio por los representantes acreditados de los Gobiernos de los Estados Unidos de América y de Venezuela, siempre que no sea terminado antes o prorrogado como se especifica más

TITULO I

Objeto y Duración

of the Mission may be withdrawn adelante. Cualquier miembro de la Misión puede ser retirado por el Gobierno de los Estados Unidos de América después de dos años de servicio, en cuyo caso se designará a otro miembro para que lo reemplace. Asimismo, el Gobierno de Venezuela puede solicitar el reemplazo de cualquiera de los miembros de la Misión.

Extension of services.

ARTICLE 3. If the Government of Venezuela shall desire that the services of the Mission be extended beyond the stipulated period, it shall propose it in writing six months before the expiration of the present Agreement.

Termination before expiration.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either Government giving a written notice three months in advance to the other Government.

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America for reasons of public interest to that Government, without complying with paragraph (a) of this Article.

Termination in case of hostilities.

ARTICLE 5. This Agreement is subject to termination by either the Government of the United States of America or the Government of Venezuela in case one of them becomes involved in domestic or foreign hostilities.

ARTICULO 3. Si el Gobierno de Venezuela deseare que los servicios de la Misión sean prorrogados más allá del período estipulado, hará una propuesta por escrito seis meses antes de la expiración del presente Convenio.

ARTICULO 4. Este Convenio podrá terminarse antes de la expiración del período de cuatro años, prescrito en el Artículo 2, o antes de la expiración de la prórroga autorizada en el Artículo 3, de la manera siguiente:

(a) Por cualquiera de los dos Gobiernos, mediante aviso por escrito al otro Gobierno con tres meses de anticipación;

(b) Al retirar el Gobierno de los Estados Unidos de América todo el personal de la Misión en razón de interés público de ese Gobierno, sin cumplir con el inciso (a) de este Artículo.

ARTICULO 5. Este Convenio está sujeto a cancelación, tanto por el Gobierno de los Estados Unidos de América, como por el Gobierno de Venezuela en el caso de que uno de los dos se vea envuelto en hostilidades internas o externas.

TITLE II

Composition and Personnel

TITULO II

Composición y Personal

ARTICLE 6. This Mission shall be composed of a minimum of three officers and certain noncommissioned personnel of the Navy of the United States of America to be designated by agreement between the Ministry of National Defense of Venezuela, through its authorized representative at Washington, and the Department of the Navy of the United States of America.

ARTICULO 6. Esta Misión estará compuesta de un mínimo de tres oficiales y de cierto número de personal subalterno de la Marina de los Estados Unidos de América designados por acuerdo entre el Ministerio de la Defensa Nacional de Venezuela, por medio de su representante autorizado en Washington, y la Secretaría de Marina de los Estados Unidos de América.

TITLE III

Duties, Rank, and Precedence

TITULO III

Deberes, Grado y Precedencia

ARTICLE 7. The personnel of the Mission shall render such duties as are assigned to it by agreement between the Ministry of National Defense of Venezuela and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of National Defense, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve with the rank he holds in the Navy of the United States of America and shall wear the appropriate uniform, but he shall have precedence over all officers of Venezuela having the same rank.

ARTICLE 10. Each member of the Mission shall receive the benefits and privileges which the Venezuelan Naval Regulations provide for Naval officers and person-

ARTICULO 7. El personal de la Misión desempeñará las obligaciones que le sean asignadas por acuerdo entre el Ministerio de la Defensa Nacional de Venezuela y el Jefe de la Misión.

ARTICULO 8. Los miembros de la Misión serán responsables solamente ante el Ministerio de la Defensa Nacional por conducto del Jefe de la Misión.

ARTICULO 9. Cada miembro de la Misión desempeñará sus funciones con el grado que tiene en la Marina de los Estados Unidos de América y usará el uniforme correspondiente, pero tendrá precedencia sobre todos los oficiales de Venezuela de igual graduación.

ARTICULO 10. Cada miembro de la Misión tendrá derecho a los beneficios y privilegios que los Reglamentos Navales Venezolanos otorgan a los oficiales navales y

Benefits and privileges.

nel of like rank, except as provided in Article 29.

al personal subalterno de igual grado, salvo lo que se estipula en el Artículo 29.

Disciplinary regulations.

ARTICLE 11. The personnel of the Mission shall be governed by the Disciplinary Regulations of the Navy of the United States of America.

ARTICULO 11. El personal de la Misión se regirá por los reglamentos disciplinarios de la Marina de los Estados Unidos de América.

TITLE IV

Compensation and Perquisites

ARTICLE 12. The members of the Mission shall receive from the Government of Venezuela an annual net compensation, expressed in currency of the United States of America, which shall be fixed for each individual by agreement between the Government of the United States of America and the Government of Venezuela. The aforesaid compensation shall be payable in twelve equal monthly payments on the last day of each month. Such payment may be made in Venezuelan currency and in that case it shall be calculated at the highest dollar exchange rate prevailing in Caracas on the day of the said payment. Payments that may be made outside Venezuela shall be in currency of the United States of America and in the amounts and at the times agreed upon beforehand. The said compensation shall not be subject to the Venezuelan income tax nor to any other tax now or hereafter in effect in any political subdivision of Venezuela. However, if, during the life of this Agreement there should be taxes that might affect the aforemen-

TITULO IV

Remuneración y Obvenciones

ARTICULO 12. Los miembros de la Misión recibirán del Gobierno de Venezuela una remuneración neta anual, computada en moneda de los Estados Unidos de América, que de mutuo acuerdo determinen, para cada miembro, individualmente, el Gobierno de los Estados Unidos de América y el Gobierno de Venezuela. Dicha remuneración se abonará en doce mensualidades iguales, que deben pagarse el último día de cada mes. El pago puede hacerse en moneda venezolana, y en este caso se computará al tipo de cambio más alto a que se venda el dólar en Caracas en el día de dicho pago. Los pagos que tengan que efectuarse fuera de Venezuela se harán en moneda de los Estados Unidos de América en las cantidades y fechas acordadas con anterioridad. La remuneración no estará sujeta al impuesto venezolano sobre la renta, ni a ningún otro impuesto que esté en vigor o se imponga en el futuro en cualquier subdivisión política de Venezuela. Sin embargo, si durante la vigencia de este Convenio existieren impuestos que pudiesen afectar dicha

Tax exemption.

tioned compensations, the Ministry of National Defense of Venezuela shall pay them in order to ensure net compensations to the members of the Mission.

remuneración, tales impuestos se-rán pagados por el Ministerio de la Defensa Nacional de Venezuela con el objeto de garantizar remuneraciones netas a los miembros de la Misión.

ARTICLE 13. The compensations agreed upon in the manner set forth in the preceding Article shall become effective as of the date on which each member of the Mission leaves the United States and, except in the cases herein provided for, shall continue in effect after the termination of service with the Mission for the return trip to the United States, and, in addition, for any period of accumulated leave that may be due them.

ARTICULO 13. Las remuneraciones en que se convenga de acuerdo con el Artículo anterior comenzarán a regir desde la fecha en que cada miembro de la Misión parte de los Estados Unidos y, excepto en los casos considerados en este Convenio, continuarán en vigencia después de la terminación de sus servicios con la Misión, durante el viaje de regreso a los Estados Unidos, y, además, durante cualquier período de licencia acumulada a que tenga derecho.

Commencement
and continuance of
compensation.

ARTICLE 14. The compensation for the duration of the return trip and for accumulated leave shall be paid to the detached member before he leaves Venezuela, and such payment shall be calculated on the basis of the time it takes to travel by the shortest sea route, regardless of the route and means of transportation chosen by the detached member.

ARTICULO 14. La remuneración que se deba por el período que dure el viaje de regreso y por el de la licencia acumulada se le pagará al miembro que haya sido retirado, antes de su partida de Venezuela, y tal pago debe calcularse a base del tiempo que se requiere para viajar por la ruta marítima más corta, sin importar cuál sea la ruta o medio de transporte que escoja el miembro que ha sido retirado.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of Venezuela first-class passage for travel required and performed under this Agreement by the shortest usually traveled route, between the port of embarkation in the United States of America and his official residence in Vene-

ARTICULO 15. El Gobierno de Venezuela proporcionará a cada miembro de la Misión y a su familia pasajes de primera clase para el viaje, por la ruta más corta generalmente empleada, que se requiera y se efectúe de conformidad con este Convenio, entre el puerto de embarque de los Estados Unidos de América y su

Travel accommoda-tions.

Shipment of household effects, etc.

zuela, both for the outward and residencia oficial en Venezuela, for the return trip. Each officer tanto para el viaje de ida como shall receive the sum of two para el de regreso. Cada oficial thousand dollars (\$2,000.00) to recibirá la cantidad de dos mil pay for removal of his household dólares (\$2,000) para cubrir los effects and automobile from the gastos de transporte de sus efectos port of embarkation in the United domésticos y automóvil desde el States of America to his official puerto de embarque en los Es- residence in Venezuela and each tados Unidos de América hasta noncommissioned officer shall re- su residencia oficial en Venezuela ceive fifty percent of that amount, y el personal subalterno recibirá that is, one thousand dollars el cincuenta por ciento de dicha (\$1,000.00). For the return trip cantidad para cada miembro, es the members shall be indemnified decir, mil dólares (\$1,000). El by the Government of Venezuela Gobierno de Venezuela indemni- in amounts equal to those stipu- zará a los miembros por concepto lated above. Payment of trans- del viaje de regreso con sumas portation expenses for family, iguales a las anteriormente esti- household effects, and automo- puladas. No se exigirá, de con- biles for personnel coming to formidad con este Convenio, el render temporary service at the pago de los gastos de transporte request of the Ministry of Na- de las familias, efectos domésticos tional Defense of Venezuela shall y automóviles del personal que not be required under this Agree- pueda unirse a la Misión para- ment but shall be determined by servir temporal a solicitud del negotiation between the Depart- Ministerio de la Defensa Nacional ment of the Navy of the United de Venezuela, pero se determinará States of America and the repre- mediante negociaciones entre la sentative of the Ministry of Na- Secretaría de Marina de los Es- tional Defense of Venezuela at tados Unidos de América y el rep- Washington whenever the send- resentante del Ministerio de la ing of such personnel for tempo- Defensa Nacional de Venezuela rary service may be agreed upon.

en Washington, cuando se con- venga en el nombramiento del personal para dicho servicio tem- poral.

Customs duties.

ARTICLE 16. The Government of Venezuela shall place at the disposal of the Chief of the Mission a fund amounting to twenty-five percent (25%) of the annual salaries of the members of the Mission to cover customs duties on articles imported for the personal

ARTICULO 16. El Gobierno de Venezuela pondrá a la disposición del Jefe de la Misión un fondo equivalente al veinticinco por ciento (25%) de los sueldos anuales de los miembros de la Misión para cubrir los derechos de aduana por concepto de artí-

use of the members of the Mission and members of their families.

ARTICLE 17. If the Government of the United States of America should withdraw any member of the Mission prior to two years of service, except as provided in Article 5, the provisions of Article 15 shall not apply to the return trip. If the services of any member of the Mission should terminate prior to two years of service for any other reason, including those specified in Article 5, the said member shall receive from the Government of Venezuela all annual compensation shall be computed as provided in Article 13. If the Government of the United States of America should decide to withdraw a member of the Mission for disciplinary reasons, the Government of Venezuela shall not be obligated to pay the travel expenses to the United States of America to the said member for himself or for his family, household effects, personal baggage, and automobile.

ARTICULO 17. Si el Gobierno de los Estados Unidos de América retira a algún miembro de la Misión antes de cumplir dos años de servicio, las disposiciones del Artículo 15 no se aplicarán al viaje de regreso, con excepción de lo que se estipula en el Artículo 5. Si por cualquier otra razón terminan los servicios de cualquier miembro de la Misión, incluyendo las estipuladas en el Artículo 5, dicho miembro recibirá todas las compensaciones, emolumentos y obvenciones como si hubiera cumplido dos años de servicio; pero la remuneración anual se calculará de conformidad con lo estipulado en el Artículo 13. Mas si el Gobierno de los Estados Unidos de América decide retirar a un miembro de la Misión por razones disciplinarias, el Gobierno de Venezuela no estará obligado a pagar los gastos de viaje hasta los Estados Unidos de América de dicho miembro, su familia, efectos domésticos, equipaje personal y automóvil.

ARTICLE 18. The Government of Venezuela shall reimburse the members of the Mission for any transportation and expenses for travel they may perform in the course of their duties in the territory of Venezuela in accordance with the provisions of Article 10.

ARTICULO 18. El Gobierno de Venezuela reembolsará a los miembros de la Misión por gasto de transporte ocurrido en viajes requeridos durante el desempeño de sus funciones dentro del territorio de Venezuela, de acuerdo con las disposiciones del Artículo 10.

ARTICLE 19. The Government

ARTICULO 19. El Gobierno de

Provision of automobile, etc.

Termination of services prior to specified time.

of Venezuela shall furnish the Venezuela proporcionará al Jefe Chief of the Mission a suitable de la Misión un automóvil ade-automobile with chauffeur for his cuado, con chauffeur, para su uso use on official business. At the en asuntos oficiales. A solicitud request of the Mission the Gov- de la Misión, el Gobierno de Vene-ernment of Venezuela shall furnish zuela le proporcionará transporte him motor transportation or a en automóvil y cuando sea ne- well-equipped launch whenever sario una lancha bien equipada, needed in the performance of the para el cumplimiento de las fun-Mission's official duties. ciones oficiales de la Misión.

Office facilities.

ARTICLE 20. The Government of Venezuela shall furnish a suitable office with all necessary facilities for the use of the Mission.

ARTICULO 20. El Gobierno de Venezuela proporcionará una oficina adecuada con todo el equipo necesario para uso de los miembros de la Misión.

Transportation of remains in case of death.

ARTICLE 21. If any member of the Mission or any member of his family should die in Venezuela, the Government of Venezuela shall have the body transported to the place in the United States of America chosen by surviving relatives, but the cost to the Government of Venezuela shall not exceed the cost of transporting the body from the place where the death occurred to New York City. If the person who dies is a member of the Mission, his services shall be considered terminated fifteen days after his death. Return passage to New York City shall be furnished the family of the deceased member of the Mission, as well as transportation of its household effects, personal baggage, and automobile as provided in Article 15. All compensation due the deceased member, including fifteen (15) days' salary following his death and appropriate reimbursement for travel and transportation expenses that may be due him because of travel performed

ARTICULO 21. Si cualquier miembro de la Misión o cualquier miembro de su familia falleciese en Venezuela, el Gobierno de Venezuela hará que los restos sean transportados hasta el lugar en los Estados Unidos, de América que determinen los parientes sobrevivientes; pero el costo para el Gobierno de Venezuela no excederá del costo del transporte de los restos desde el lugar del fallecimiento a la ciudad de Nueva York. Si la persona fallecida fué un miembro de la Misión, se considerará que sus servicios con ésta han terminado quince días después de su muerte. Se proporcionará transporte de regreso a la ciudad de Nueva York para la familia del miembro fallecido de la Misión, y para sus efectos domésticos, equipaje personal y automóvil, de acuerdo con las disposiciones del Artículo 15. Toda remuneración debida al miembro fallecido, inclusive el sueldo por los quince (15) días subsiguientes a su muerte y todo reembolso

Return passage for family.

Compensation due deceased member.

on official business in Venezuela adeudado al miembro fallecido shall be paid to the widow of the said member or to any other person who might have been designated by the deceased member while he was serving under the terms of the present Agreement; but neither the widow nor any other person shall receive any sum for accumulated leave not used by the deceased member. Any payment due the widow or other person designated by the deceased member as provided in this Article shall be made within fifteen days after the death of the said member.

por gastos de viaje y transporte que se le deban con motivo de viajes efectuados en misiones oficiales en Venezuela, serán pagados a la viuda de dicho miembro o a cualquiera otra persona que pueda haber sido designada por escrito por el extinto miembro mientras prestaba servicio de conformidad con los términos de este Convenio; pero no se compensará a dicha viuda o a la otra persona por licencia acumulada a que tenía derecho el extinto y no usada por el. Todo pago debido a la viuda o a la otra persona designada por el fallecido, según las disposiciones de este Artículo, será efectuado dentro de quince días después del fallecimiento de dicho miembro.

TITLE V

Requisites and Conditions

ARTICLE 22. The Government of Venezuela agrees, during the period this Agreement is in force, not to engage naval missions of foreign governments, but it may engage the individual services of professional or technical persons of any country in order that they may render services to the Naval Forces, provided their services do not interfere in any way with the services rendered by the Mission.

ARTICLE 23. Each member of the Mission agrees not to divulge, or in any way disclose, to foreign Governments or to any person, any secrets or confidential mat-

TITULO V

Requisitos y Condiciones

ARTICULO 22. El Gobierno de Venezuela se compromete, durante el período de vigencia de este Convenio, a no contratar misiones navales de gobiernos extranjeros; sin embargo, podrá contratar los servicios individuales de profesionales o técnicos de cualquier país para que presten sus servicios a las fuerzas navales, siempre que dichos servicios no impidan en ninguna forma los servicios que presta la Misión.

ARTICULO 23. Cada miembro de la Misión conviene en no divulgar, ni en revelar por cualquier medio a gobierno extranjero alguno, o a persona alguna, cua-

Services of foreign persons.

Secrecy requirement.

ters with which he may become lesquier secretos o asuntos confidenciant in his capacity as a member of the Mission. This requirement shall continue in effect after termination of his services with the Mission and after the expiration or termination of the present Agreement or any extension thereof.

reconocimiento en su calidad de miembro de la Misión. Este requisito continuará en vigor después de terminar sus servicios con la Misión y después de la expiración o cancelación de este Convenio o cualquier prórroga del mismo.

"Family."

ARTICLE 24. In this Agreement the term "family" signifies wife and dependent children.

ARTICULO 24. En este Convenio se entenderá que el término "familia" significa la esposa y los hijos no emancipados.

Leave.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay per year, or to a proportional part thereof, with pay, for any fractional part of a year. Unused portions of leave shall be cumulative from year to year for each member of the Mission.

ARTICULO 25. Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo, o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de un año. Cada miembro podrá acumular de año en año las partes de dicha licencia que no haya usado.

ARTICLE 26. The leave referred to in Article 25 may be used for visits to foreign countries. Time spent in travel, including sea travel, shall not be in addition to the leave authorized by Article 25.

ARTICULO 26. La licencia mencionada en el Artículo 25 puede disfrutarse en países extranjeros; pero el tiempo que se emplee en viajar, inclusive viajes por mar, no se añadirá a la licencia autorizada en el Artículo 25.

ARTICLE 27. The Government of Venezuela agrees to grant the leave specified in Article 25, upon receipt of a request in writing approved by the Chief of the Mission, who shall take into consideration the convenience of the Government of Venezuela.

ARTICULO 27. El Gobierno de Venezuela conviene en conceder la licencia especificada en el Artículo 25, al recibir una solicitud por escrito, aprobada por el Jefe de la Misión después de prestar debida consideración a la conveniencia del Gobierno de Venezuela.

Termination in case of replacement.

ARTICLE 28. Members of the Mission who are replaced shall terminate their services with the Mission only upon the arrival of

ARTICULO 28. Los miembros de la Misión que sean reemplazados sólo podrán cesar en sus funciones con la Misión a la llegada

their replacement, except when it is otherwise arranged by mutual agreement between the respective Governments.

ARTICLE 29. The Government of Venezuela shall furnish members of the Mission free medical attention in the Military and Naval Hospitals of Venezuela; and it shall place at the disposal of the Chief of the Mission a sum equal to twenty percent (20%) of the total amount of the annual salaries of the members of the Mission for medical attention to members and their families in other than Military or Naval hospitals and clinics. The Government of Venezuela shall not be responsible for services of this kind abroad. Expenditures from this fund shall be made only at the request of the Chief of the Mission.

ARTICLE 30. Any member unable to perform his duties with the Mission by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and José Rafael Pocaterra, Ambassador Extraordinary and Plenipotentiary of the United States of Venezuela to the United States of America, duly authorized thereto, have signed this Agreement in duplicate in the

de los reemplazantes, excepto cuando por mutuo acuerdo los respectivos gobiernos convengan en lo contrario.

ARTICULO 29. El Gobierno de Venezuela proporcionará a los miembros de la Misión atención médica gratuita en los hospitales militares y navales de Venezuela; también pondrá a la disposición del Jefe de la Misión una cantidad equivalente al veinte por ciento (20%) de la suma total de los sueldos anuales de los miembros de la Misión para su atención médica y la de sus familias cuando se utilicen hospitales y clínicas que no sean militares o navales. El Gobierno de Venezuela no será responsable por gastos ocurridos fuera de Venezuela en servicios de esta naturaleza. Las erogaciones sobre este fondo se harán solamente a solicitud del Jefe de la Misión. El Gobierno de Venezuela no será responsable en caso de incapacidad permanente de algún miembro de la Misión.

ARTICULO 30. Todo miembro inhabilitado para desempeñar sus servicios con la Misión por razón de incapacidad física prolongada, será reemplazado.

EN TESTIMONIO DE LO CUAL, los suscritos, el señor Dean Acheson, Secretario de Estado de los Estados Unidos de América, y el señor José Rafael Pocaterra, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de Venezuela, debidamente autorizados para ello, han firmado este Con-

Medical attention.

Replacement in case of disability.

English and Spanish languages, at venio, por duplicado en los idiomas Washington, this twenty-third day inglés y español, en Wáshington, of August one thousand nine hun- el día veintitres de agosto de mil dred fifty. novecientos cincuenta.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE UNITED STATES OF VENEZUELA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE VENEZUELA:

JOSE RAFAEL POCATERRA

UNITED KINGDOM

LEASED NAVAL AND AIR BASES

Agreement modifying articles IV and VI of the agreement of March 27, 1941. Effectuated by exchange of notes signed at Washington July 19 and August 1, 1950; entered into force August 1, 1950.

TIAS 2105
July 19 and
Aug. 1, 1950

The British Ambassador to the Secretary of State

No. 376
Ref: 1191/1/31/50

BRITISH EMBASSY,
WASHINGTON, D. C.
19th July 1950.

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to refer to Article XXVIII of the Leased Bases Agreement of March 27th, 1941 between the Governments of the United Kingdom and the United States of America which provides that the Agreement may be modified by mutual consent after it has been in force for a reasonable time. In conformity with the provisions of the said Article, consultations have taken place in June 1946 and subsequently between representatives of the Governments of the United Kingdom and of the United States of America for the purpose of agreeing upon a mutually acceptable modification of the provisions of the Agreement in its application to Bermuda, the Bahamas, Jamaica, St. Lucia, Antigua, Trinidad and British Guiana, insofar as those provisions relate to jurisdiction. In accordance with their understanding of the agreement reached as a result of those consultations, His Majesty's Government in the United Kingdom wish to propose the substitution of the provisions of the new Article IV annexed hereto for the original provisions of Article IV of the Agreement of March 27th, 1941.

55 Stat. 1570.

2. I have also to propose, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, that Article VI of the Agreement of March 27th, 1941 shall have effect as if the words "(except where, under Article IV, jurisdiction is to be exercised by the United States or is not exercisable by the courts of the Territory)" were substituted for the words "(except in cases where the United States authorities elect to assume and exercise jurisdiction in accordance with Article IV (1))".

55 Stat. 1562.

3. If the proposals set out in the two preceding paragraphs of this note are acceptable to the Government of the United States of America,

I suggest that this note and Your Excellency's reply thereto be regarded as constituting an agreement between the two Governments modifying Articles IV and VI of the said Agreement of March 27th, 1941, with effect from the date of Your Excellency's reply.

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

OLIVER FRANKS.

The Honourable

DEAN G. ACHESON,

*Secretary of State of the United States,
Washington, D. C.*

ARTICLE IVJurisdiction

(1) The Government of the United States of America shall have the right to exercise the following jurisdiction over offences committed in the Territory:

- (a) Where the accused is a member of a United States force,
 - (i) if a state of war exists, exclusive jurisdiction over all offences wherever committed;
 - (ii) if a state of war does not exist, exclusive jurisdiction over security offences wherever committed and United States interest offences committed inside the Leased Areas; concurrent jurisdiction over all other offences wherever committed.
- (b) Where the accused is a British subject or a local alien and a civil court of the United States is sitting in the Territory, exclusive jurisdiction over security offences committed inside the Leased Areas.
- (c) Where the accused is not a member of a United States force, a British subject or a local alien, but is a person subject to United States military or naval law,
 - (i) if a state of war exists, exclusive jurisdiction over security offences committed inside the Leased Areas; and United States interest offences committed inside the Leased Areas; concurrent jurisdiction over all other offences wherever committed;
 - (ii) if a state of war does not exist and there is no civil court of the United States sitting in the Territory, exclusive jurisdiction over security offences which are not punishable under the law of the Territory; concurrent jurisdiction over all other offences committed inside the Leased Areas.
 - (iii) if a state of war does not exist and a civil court of the United States is sitting in the Territory, exclusive jurisdiction over security offences committed inside the Leased Areas; concurrent jurisdiction over all other offences wherever committed.
- (d) Where the accused is not a member of a United States force, a British subject or a local alien, and is not a person subject to United States military or naval law, and a civil court of the United States is sitting in the Territory, exclusive jurisdiction over security offences committed inside the Leased

Areas; concurrent jurisdiction over all other offences committed inside the Leased Areas and, if a state of war exists, over security offences committed outside the Leased Areas.

(2) Wherever, under paragraph (1) of this Article, the Government of the United States of America has the right to exercise exclusive jurisdiction over security offences committed inside the Leased Areas, such right shall extend to security offences committed outside the Leased Areas which are not punishable under the law of the Territory.

(3) In every case in which under this Article the Government of the United States of America has the right to exercise jurisdiction and the accused is a British subject, a local alien or, being neither a British subject nor a local alien, is not a person subject to United States military or naval law, such jurisdiction shall be exercisable only by a civil court of the United States sitting in the Territory.

(4) In every case in which under this Article the Government of the United States of America has the right to exercise exclusive jurisdiction, the following provisions shall have effect:

(a) The United States authorities shall inform the Government of the Territory as soon as is practicable whether or not they elect to exercise such jurisdiction over any alleged offences which may be brought to their attention by the competent authorities of the Territory or in any other case in which the United States authorities are requested by the competent authorities of the Territory to furnish such information.

(b) If the United States authorities elect to exercise such jurisdiction, the accused shall be brought to trial accordingly, and the courts of the Territory shall not exercise jurisdiction except in aid of a court or authority of the United States, as required or permitted by the law of the Territory.

(c) If the United States authorities elect not to exercise such jurisdiction, and if it shall be agreed between the Government of the Territory and the United States authorities that the alleged offender shall be brought to trial, nothing in this Article shall affect the exercise of jurisdiction by the courts of the Territory in the case.

(5) In every case in which under this Article the Government of the United States of America has the right to exercise concurrent jurisdiction, the following provisions shall have effect:

(a) The case shall be tried by such court as may be arranged between the Government of the Territory and the United States authorities.

- (b) Where an offence is within the jurisdiction of a civil court of the Territory and of a United States military or naval court, conviction or acquittal of the accused by one such court shall not exclude subsequent trial by the other, but in the event of such subsequent trial the court in awarding punishment shall have regard to any punishment awarded in the previous proceedings.
- (c) Where the offence is within the jurisdiction of a civil court of the Territory and of a civil court of the United States, trial by one shall exclude trial by the other.
- (6) Notwithstanding anything contained elsewhere in this Article, when a state of war exists in which the Government of the United Kingdom is, and the Government of the United States of America is not, engaged, then in any case in which the Government of the United States of America would, but for this paragraph, have exclusive jurisdiction, that jurisdiction shall be concurrent in respect of any of the following offences against any part of His Majesty's dominions committed outside the Leased Areas or, if not punishable by the Government of the United States of America in the Territory, inside the Leased Areas:
- (a) treason;
 - (b) any offence of the nature of sabotage or espionage or against any law relating to official secrets;
 - (c) any other offence relating to operations, in the Territory, of the Government of any part of His Majesty's dominions, or to the safety of His Majesty's naval, military or air bases or establishments or any part thereof or of any equipment or other property of any such Government in the Territory.
- (7) Nothing in this Article shall give the Government of the United States of America the right to exercise jurisdiction over a member of a United Kingdom Dominion or Colonial armed force, except that, if a civil court of the United States is sitting in the Territory and a state of war does not exist or a state of war exists in which the Government of the United States of America is, and the Government of the United Kingdom is not, engaged, the Government of the United States of America shall have the right, where the accused is a member of any such force, to exercise concurrent jurisdiction over security offences committed inside the Leased Areas.
- (8) Nothing in this Article shall affect the jurisdiction of a civil court of the Territory except as expressly provided in this Article.

(9) In this Article the following expressions shall have the meanings hereby assigned to them:

- (a) "British subject" shall not include a person who is both a British subject and a member of a United States force.
- (b) "local alien" means a person, not being a British subject, a member of a United States force or a national of the United States, who is ordinarily resident in the Territory.
- (c) "member of a United States force" means a member (entitled to wear the uniform) of the naval, military or air forces of the United States of America.
- (d) "security offence" means any of the following offences against the United States and punishable under the law thereof:
 - (i) treason;
 - (ii) any offence of the nature of sabotage or espionage or against any law relating to official secrets;
 - (iii) any other offence relating to operations, in the Territory, of the Government of the United States of America, or to the safety of the United States Naval or Air Bases or establishments or any part thereof or of any equipment or other property of the Government of the United States of America in the Territory.
- (e) "state of war" means a state of actual hostilities in which either the Government of the United Kingdom or the Government of the United States of America is engaged and which has not been formally terminated, as by surrender.
- (f) "United States interest offence" means an offence which (excluding the general interest of the Government of the Territory in the maintenance of law and order therein) is solely against the interests of the Government of the United States of America or against any person (not being a British subject or local alien) or property (not being property of a British subject or local alien) present in the Territory by reason only of service or employment in connection with the construction, maintenance, operation or defence of the Bases.

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE

WASHINGTON

Aug 1 1950

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of July 19, 1950, the terms of which are as follows:

Ante, p. 585.

"Sir,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to refer to Article XXVIII of the Leased Bases Agreement of March 27th, 1941 between the Governments of the United Kingdom and the United States of America which provides that the Agreement may be modified by mutual consent after it has been in force for a reasonable time. In conformity with the provisions of the said Article, consultations have taken place in June 1946 and subsequently between representatives of the Governments of the United Kingdom and of the United States of America for the purpose of agreeing upon a mutually acceptable modification of the provisions of the Agreement in its application to Bermuda, the Bahamas, Jamaica, St. Lucia, Antigua, Trinidad and British Guiana, insofar as those provisions relate to jurisdiction. In accordance with their understanding of the agreement reached as a result of those consultations, His Majesty's Government in the United Kingdom wish to propose the substitution of the provisions of the new Article IV annexed hereto for the original provisions of Article IV of the Agreement of March 27th, 1941.

55 Stat. 1570.

"2. I have also to propose, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, that Article VI of the Agreement of March 27th, 1941 shall have effect as if the words '(except where, under Article IV, jurisdiction is to be exercised by the United States or is not exercisable by the courts of the Territory)' were substituted for the words '(except in cases where the United States authorities elect to assume and exercise jurisdiction in accordance with Article IV (1))'.

"3. If the proposals set out in the two preceding paragraphs of this note are acceptable to the Government of the United States of America, I suggest that this note and Your Excellency's reply thereto be regarded as constituting an agreement between the two Governments modifying Articles IV and VI of the said Agreement of March 27th, 1941, with effect from the date of Your Excellency's reply."

55 Stat. 1562.

Effective date.

2. In reply I have the honor to inform Your Excellency that the Government of the United States of America accepts the proposals concerning Articles IV and VI of the Leased Bases Agreement of March 27, 1941 as set forth in your note, and this reply and Your Excellency's note will be regarded as constituting an agreement between the two Governments modifying Articles IV and VI of the said Agreement of March 27, 1941 with effect from this date.

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

DEAN ACHESON

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,
British Ambassador.

FRANCE

AIR TRANSPORT SERVICES

Agreement amending the agreement of March 27, 1946. Effectuated by exchange of notes dated at Paris June 23 and July 11, 1950; entered into force July 11, 1950.

TIAS 2106
June 23 and
July 11, 1950

The American Embassy to the French Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 734

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note of January 25, 1950.¹ The Embassy is instructed by the Department of State to inform the Ministry that the Government of the United States of America is prepared, in accordance with the request of the French Government, set forth in the Ministry's Note under reference, to grant Miami as the new terminal to Air France on Route No. 4 in Schedule I to the Air Transport Services Agreement concluded between the two Governments on March 27, 1946. Accordingly, it is proposed that the description of Route No. 4 in Schedule I (Routes to be served by the Air Carriers of the French Republic) be amended to read as follows:

"4. Martinique via Guadeloupe and via intermediate points to Puerto Rico, and beyond via the Dominican Republic and Haiti to Miami; in both directions."

The Government of the United States further proposes that Route 2 in Schedule II to this aforesaid Agreement (Routes to be served by the Air Carriers of the United States) be amended to read as follows:

"2. The United States via intermediate points over the North Atlantic and Spain to Marseille or Nice and beyond via Milan, Budapest and points south of the parallel of Budapest to Turkey and thence via intermediate points to a connection with Route 8 and beyond on said route; in both directions."

The Embassy will be glad to receive confirmation of the acceptance of the above proposals by the Ministry of Foreign Affairs. It is understood that this Note, together with the Ministry's affirmative

61 Stat., pt. 4, p. 3466.

¹ Not printed.

reply constitutes the amendment of the Route-Annex to the Air Transport Services Agreement of March 27, 1946, to the extent specified in these notes exchanged between the Ministry of Foreign Affairs and this Embassy, such amendment to be effective from the date of the Ministry's Note.

PARIS, June 23, 1950.

RPT

THE MINISTRY OF FOREIGN AFFAIRS,
QUAI D'ORSAY,
Paris.

The French Ministry of Foreign Affairs to the American Embassy

FCL/AR.

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES
SERVICE DE COOPÉRATION ÉCONOMIQUE

LIBERTÉ · ÉGALITÉ · FRATERNITÉ
RÉPUBLIQUE FRANÇAISE

PARIS, LE

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis et a l'honneur d'accuser réception de Sa note n° 734 en date du 23 Juin dernier dont le texte était le suivant:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note of January 25, 1950. The Embassy is instructed by the Department of State to inform the Ministry that the Government of the United States of America is prepared, in accordance with the request of the French Government, set forth in the Ministry's Note under reference, to grant Miami as the new terminal to Air France on Route No. 4 in Schedule I to the Air Transport Services Agreement concluded between the two Governments on March 27, 1946. Accordingly, it is proposed that the description of Route No. 4 in Schedule I (Routes to be served by the Air Carriers of the French Republic) be amended to read as follows:

"4. Martinique via Guadeloupe and via intermediate points to Puerto Rico, and beyond via the Dominican Republic and Haiti to Miami; in both directions."

The Government of the United States further proposes that Route 2 in Schedule II to this aforesaid Agreement (Routes to be served by the Air Carriers of the United States) be amended to read as follows:

"2. The United States via intermediate points over the North Atlantic and Spain to Marseille or Nice and beyond via Milan,

June 23, 1950
July 11, 1950

Budapest and points south of the parallel of Budapest to Turkey and thence via intermediate points to a connection with Route 8 and beyond on said route; in both directions."

The Embassy will be glad to receive confirmation of the acceptance of the above proposals by the Ministry of Foreign Affairs. It is understood that this Note, together with the Ministry's affirmative reply constitutes the amendment of the Route-Annex to the Air Transport Services Agreement of March 27, 1946, to the extent specified in these notes exchanged between the Ministry of Foreign Affairs and this Embassy, such amendment to be effective from the date of the Ministry's Note."

Le Ministère des Affaires Etrangères remercie vivement l'Ambassade des Etats-Unis de cette communication et a l'honneur de Lui faire savoir que les dispositions contenues dans la note en question rencontrent son approbation. Il saisit cette occasion pour renouveler à cette Ambassade les assurances de sa très haute considération./.

[SEAL] P J.
11 juil 1950

AMBASSADE DES ETATS-UNIS
A Paris

Translation

FCL/AR.

MINISTRY
OF
FOREIGN AFFAIRS
ECONOMIC COOPERATION SERVICE

LIBERTY-EQUALITY-FRATERNITY
FRENCH REPUBLIC

PARIS

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States and has the honor to acknowledge receipt of its note No. 734 dated June 23 last, the text of which follows:

[For the English language text of note No. 734 as quoted in the French note, see *ante*, p. 593.]

The Ministry of Foreign Affairs sincerely thanks the Embassy of the United States for its communication and has the honor to inform it that the provisions contained therein meet with its approval. It avails itself of this occasion to renew to the Embassy the assurances of its very high consideration.

[SEAL] P J.
July 11, 1950

EMBASSY OF THE UNITED STATES
Paris

FRANCE

RELIEF SUPPLIES AND PACKAGES

Agreement amending the agreements of December 23, 1948, and January 31, 1950. Signed at Paris August 3, 1950; entered into force August 3, 1950.

TIAS 2107
Aug. 3, 1950

AVENANT

à l'ACCORD signé le 23 décembre 1948 et
 à l'ANNEXE signée le 31 janvier 1950
 entre
 le Gouvernement des Etats-Unis d'Amérique
 et
 le Gouvernement de la République Française
 relatif à
 l'entrée en franchise et au transport intérieur
 gratuit des approvisionnements et paquets de secours

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française sont convenus que l'Accord signé le 23 décembre 1948 et l'Annexe signée le 31 janvier 1950, en application de l'Article VI paragraphe 2 et de l'Article IV paragraphe 5 de l'Accord de Coopération Economique entre les Gouvernements des Etats-Unis d'Amérique et de la République Française signé le 28 juin 1948, soient modifiée par le présent Avenant par l'insertion entre l'Article IV et l'Article V desdits Accord et Annexe, de l'Article suivant:

ARTICLE IV bis

Les dispositions du présent Accord qui concernent l'entrée en franchise et le remboursement des frais de transport intérieur ne seront obligatoires pour le Gouvernement Français que dans la mesure où l'ECA aura payé les frais de transport maritime conformément à la Section 117 (c) de la Loi de l'ECA, modifiée. L'ECA donnera au Gouvernement Français notification dans un délai raisonnable de son intention de payer les frais de transport maritime pour une quelconque catégorie de colis ou paquets de secours, tels qu'ils sont définis dans le présent Accord.

En témoignage de quoi, les plénipotentiaires des Gouvernements respectifs ont apposé leur signature et leur sceau sur le présent Accord.

Fait à Paris, en double exemplaire, en langue anglaise et en langue française, les deux textes faisant foi, ce trois Août 1950.

[SEAL] DAVID BRUCE
 [SEAL] B E L TIMMONS
 Pour le Gouvernement
 des
 Etats-Unis d'Amérique

[SEAL] SCHUMAN
 Pour le Gouvernement
 de la
 République Française

AMENDMENT

of AGREEMENT signed December 23, 1948 and
 of ANNEX signed January 31, 1950
 between
 The Government of the United States of America
 and
 The Government of the French Republic
 Relating to Free Entry and Free Inland Transportation
 of
 Relief Supplies and Packages

The Government of the United States of America and the Government of the French Republic agree that the Agreement signed December 23, 1948, and the Annex, signed January 31, 1950, giving effect to Article VI, paragraph 2, and Article IV, paragraph 5, of the Economic Cooperation Agreement between the Governments of the United States of America and of the French Republic, signed on June 28, 1948, be and they hereby are amended by inserting between Article IV and Article V of said Agreement and of said Annex the following:

62 Stat., pt. 3, p. 3537.
Ante, p. 224.

62 Stat., pt. 2
 pp. 2230, 2228.

"ARTICLE IV. (A)"

The provisions hereof which pertain to duty-free entry and reimbursement of inland transportation costs shall be binding upon the Government of France only to the extent that the Economic Cooperation Administration pays ocean freight charges in accordance with Section 117 (c) of the Economic Cooperation Act of 1948, as amended. The Economic Cooperation Administration will give the Government of France reasonable notice of its intent to pay ocean freight charges on any particular category of relief supplies or packages, as defined herein."

In Witness Whereof, the respective plenipotentiaries have affixed their signatures and seals to this Agreement.

Done, at Paris, in duplicate, in the English and French languages, both texts authentic, this third day of August, 1950.

DAVID BRUCE

B E L TIMMONS

For the Government
 of the
 United States of America

76200—52—39

SCHUMAN

For the Government
 of the
 French Republic

62 Stat. 153.
 22 U. S. C. § 1515 (c).

INDONESIA

ECONOMIC COOPERATION

TIAS 2108
Mar. 22, 24, 1950 *Agreement effected by exchange of notes signed at Djakarta March 22 and 24, 1950; entered into force March 24, 1950.*

The Indonesian Minister of Foreign Affairs to the American Ambassador

REPUBLIK INDONESIA SARIKAT
MENTERI LUAR NEGERI [1]

No. 638/L.8A/4.

DJAKARTA, March 22, 1950.

EXCELLENCY:

The Government of the Republic of the United States of Indonesia, noting that the Government of the United States of America is assisting those European countries who have joined together in the Organization for European Economic Co-operation and who have expressed their adherence to the purpose and policies of the Economic Co-operation Act of 1948;

62 Stat. 137.
22 U. S. C. §§ 1501-
1522.

Considering that, due to its former status as part of the Kingdom of the Netherlands, Indonesia has received and is receiving certain financial assistance as part of the assistance furnished by the United States of America to European countries and their territories;

62 Stat., pt. 2, p. 2477.

Considering that the Government of the Kingdom of the Netherlands has accepted certain obligations on behalf of Indonesia by the signing of the Economic Co-operation Agreement of July 2, 1948 with the Government of the United States of America;

Taking note that some of these obligations relating to the receipt and utilization of said financial assistance could not yet be fulfilled;

Being aware that, due to the transfer of sovereignty over Indonesia to the Government of the Republic of the United States of Indonesia, the Government of the Kingdom of Netherlands is no longer able to fulfill certain of these obligations without interfering with the proper exercise of power of the sovereign Government of the Republic of the United States of Indonesia;

Recognizes, therefore, that it has the responsibility to accept these obligations in order to fulfill the requirements under which the Government of the United States of America has furnished and is furnishing aid to Indonesia.

In view of the above considerations the Government of the Republic of the United States of Indonesia will assume these obligations

¹ Republic of the United States of Indonesia. The Minister of Foreign Affairs.

of the Government of the Kingdom of the Netherlands to the Government of the United States of America under the Economic Co-operation Agreement of July 2, 1948, and subsequent agreements concluded prior to January 1, 1950, insofar as these obligations relate to the receipt and utilization of aid furnished to Indonesia. Among other these obligations include:

- (a) The obligation to deposit counterpart funds on account of financial assistance furnished to Indonesia. The Government of the Republic of the United States of Indonesia hereby recognizes the interests of the Government of the United States of America and the Government of the Kingdom of the Netherlands in the utilization of counterpart funds heretofore and hereafter deposited.
- (b) The obligation to allocate for the use of the Government of the United States of America five percent of the counterpart funds so deposited; to place no restrictions on expenditures by the Government of the United States of America of the counterpart funds allocated for its use; and to facilitate the use by the Government of the United States of America of these funds for the purchase, for stockpiling or other purposes, of materials originating in Indonesia which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources.
- (c) The obligation to provide the Government of the United States of America with all information requested with respect to the distribution and final disposition of commodities procured with the assistance of the Economic Co-operation Administration, and further to permit the independent verification of such information by the Economic Co-operation Administration or its agents.

Furthermore, the Government of the Republic of the United States of Indonesia agrees that it will co-operate to the fullest extent with the Government of the United States of America and with the Government of the Kingdom of the Netherlands in order that all obligations incurred or assumed in relation to the furnishing of aid to Indonesia will be complied with.

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

M HATTA.

Mohammad Hatta
Minister of Foreign Affairs.

His Excellency

H. MERLE COCHRAN

*Ambassador of the United States of America,
Djakarta.*

The American Ambassador to the Indonesian Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Djakarta, March 24, 1950.

No. 24.

EXCELLENCY:

Ante, p. 800.

I have the honor to acknowledge your note of March 22, 1950, informing me that the Government of the Republic of the United States of Indonesia will assume those obligations of the Government of the Kingdom of the Netherlands to the Government of the United States of America under the Economic Co-operation Administration agreement of July 2, 1948, and subsequent agreements concluded prior to January 1, 1950, insofar as those obligations relate to the receipt and utilization of aid furnished to Indonesia.

I also note that the Government of the Republic of the United States of Indonesia agrees that it will cooperate to the fullest extent with the Government of the United States of America and with the Government of the Kingdom of the Netherlands in order that all obligations incurred or assumed in relation to the furnishing of aid to Indonesia will be complied with.

I am authorized to inform you that my Government considers that your note and this reply constitute an agreement between our two Governments on this subject.

By way of clarifying certain of the obligations assumed by the Government of the Republic of the United States of Indonesia, I enclose for your information a copy of a letter dated March 20 which I addressed to His Excellency Dr. R. Djuanda, Minister of Economic Affairs, at the request of the authorized representatives of the Economic Co-operation Administration. This letter covers certain points which I had previously discussed orally with Dr. Djuanda.

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

H. MERLE COCHRAN
American Ambassador

Enclosure: [¹]

Copy of letter dated March 20, 1950 to His Excellency Dr. R. Djuanda

His Excellency

Dr. MOHAMMAD HATTA,

*Prime Minister & Acting Minister of Foreign Affairs,
Republic of the United States of Indonesia,
Djakarta.*

¹ Not printed.

TURKEY

U. S. EDUCATIONAL COMMISSION

*Agreement and exchanges of notes signed at Ankara December 27, 1949;
entered into force March 21, 1950.*

TIAS 2111
Dec. 27, 1949

AGREEMENT

between

The Government of the United States of America

and

The Government of the Republic of Turkey

for the use of funds made available in accordance with
the Agreement signed in Cairo on February 27, 1946

by and between

The Government of the United States of America

and

The Government of the Republic of Turkey

The Government of the United States of America and the Government of the Republic of Turkey;

Desiring to promote further mutual understanding between the peoples of the United States of America and the Republic of Turkey by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and

Considering that under the provisions of Section 1 of the Agreement signed at Cairo on February 27, 1946 [¹] by and between the Government of the United States of America and the Government of the Republic of Turkey (hereinafter designated "the Credit Agreement") it is provided that the United States may at any time, or from time to time, in any year, call for the payment in Turkish liras at the official rate of exchange of any amount or amounts up to one-half ($\frac{1}{2}$) of the

60 Stat. 754.
50 U.S.C. app.
§ 1641 (b).

The Credit Agree-
ment.

¹ Not printed.

then outstanding amount due under the credit granted by the terms of the Credit Agreement including the interest calculated to the date of payment; and that the amounts of Turkish liras so called for will be deposited in a special account in the Central Bank of the Republic of Turkey, and may be used, among other uses, for cultural, educational, and humanitarian purposes,

Have agreed as follows:

Article 1

The Commission.

There shall be established a commission to be known as the United States Educational Commission in Turkey (hereinafter designated "the Commission") which shall be recognized by the Government of the United States of America and the Government of the Republic of Turkey as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of the Republic of Turkey under the terms of this agreement. Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement. The funds shall be regarded in the Republic of Turkey as the property of a foreign government. The funds made available under the present agreement by the Government of the Republic of Turkey, within the conditions and limitations hereinafter set forth, shall be placed at the disposal of the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of the Republic of Turkey for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

- (1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Turkey or of the citizens of Turkey in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities, or
- (2) furnishing transportation for citizens of Turkey who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and

the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

Article 2

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of Article 10 of the present agreement, exercise all powers necessary to the carrying out of the purpose of the present agreement, including the following:

Powers of Commis-
sion.

- (1) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America and he shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.
- (2) Subject to the conditions and limitations set forth herein, authorize the Treasurer of the Commission or such other person as the Commission may designate to disburse funds and to make grants and advances of funds for the authorized purposes of the present agreement.
- (3) Plan, adopt, and carry out programs, in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.
- (4) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Turkey, and institutions of Turkey qualified to participate in the program in accordance with the aforesaid Act.
- (5) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Commission.
- (6) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.
- (7) Engage administrative and clerical staff and fix and authorize the payment of the salaries and wages thereof.

Article 3

Annual budget.

All expenditures authorized by the Commission shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

Article 4

Commitments and obligations.

The Treasurer of the Commission shall not enter into any commitments or create any obligation which shall bind the Commission in excess of the funds actually on hand, nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

Article 5

Membership.

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Turkey. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Turkey (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission. He shall cast the deciding vote in the event of a tie vote by the Commission and shall appoint the Chairman of the Commission. The Chairman as a regular member of the Commission shall have the right to vote. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in Turkey. The Government of Turkey shall have the power to appoint and remove the citizens of Turkey on the Commission.

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

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

Article 6

By-laws, etc.

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

Article 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of the Republic of Turkey.

Reports.

Article 8

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

Principal office, etc.

Article 9

The Commission may appoint an Executive Officer and determine his salary and term of service, provided, however, that in the event it is found to be impracticable for the Commission to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Commission's programs and activities in accordance with the Commission's resolutions and directives. In his absence or disability, the Commission may appoint a substitute for such time as it deems necessary or desirable.

Executive Officer.

Article 10

The decisions of the Commission in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

Decisions of Commission.

Article 11

The Government of the Republic of Turkey shall, as and when requested by the Government of the United States of America for purposes of this agreement, deposit in a special account of the Treasurer of the United States of America in the Central Bank of the Republic of Turkey, amounts of currency of the Government of the Republic of Turkey up to an aggregate amount equivalent to \$500,000 (United States currency), provided, however, that in no event shall a total amount of the currency of the Government of the Republic of Turkey, in excess of the equivalent of \$250,000 (United States currency) be deposited during any single calendar year. The rate of

Deposits.

exchange between currency of the Government of the Republic of Turkey and United States currency to be used in determining the amount of currency of the Government of the Republic of Turkey to be so deposited shall be that specified in Article 1, section 3 of the Credit Agreement.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of the Government of the Republic of Turkey in such amounts as may be required for the purposes of this agreement but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

Article 12

"Secretary of State
of the United States of
America."

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Article 13

Amendment.

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

Article 14

Effective date.

This agreement shall be subject to ratification by the Grand National Assembly of Turkey. It shall become effective on the day on which notice of such ratification is given to the Government of the United States of America.^[1]

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at ANKARA, in duplicate, in the English and Turkish languages, this 27th day of December, 1949.

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF
UNITED STATES OF AMERICA: THE REPUBLIC OF TURKEY:

GEORGE WADSWORTH

Z AKDUR

[SEAL]

[SEAL]

¹Entered into force Mar. 21, 1950, the date on which the Turkish Embassy at Washington notified the Department of State of the ratification of the agreement by the Grand National Assembly of Turkey.

Amerika Birleşik Devletleri Hükümeti

ile

Türkiye Cumhuriyeti Hükümeti

arasında

27 Şubat 1946 tarihinde Kahire'de imza edilen

Anlaşma gereğince temin edilen paraların kullanılmasına dair

Amerika Birleşik Devletleri Hükümeti ile

Türkiye Cumhuriyeti Hükümeti arasında

A N L A Ş M A

Amerika Birleşik Devletleri Hükümeti ve Türkiye Cumhuriyeti Hükümeti;

Eğitim sahasında yapılacak temaslarla bilginin ve mesleki istidad sahiplerinin daha geniş milyasta mübadelesi suretile Amerika Birleşik Devletleri ve Türkiye Cumhuriyeti milletleri arasında karşılıklı anlaşmayı daha ziyade inkişaf ettirmek arzusunda bulunduklarından;

79-uncu Kongrece kabul edilen 584 sayılı Kanun ile muaddel 1944 tarihli Birleşik Devletler Emval Fazlasına Müteallik Kánunun 32 (b) fasilanın, Amerika Birleşik Devletleri Bakanının emval fazlasının ilden çıkarılmasından iktisap edilen herhangi bir ecnebi Hükümet parası veya para kredilerinin bazı eğitim faaliyetleri için kullanılması zımmide mezkûr Hükümetle bir anlaşmaya giriþebileceğini dériþ eylamekte olduğunu mütalâa ederek; ve

Amerika Birleşik Devletleri Hükümeti ile Türkiye Cumhuriyeti Hükümeti arasında 27 Şubat 1946 tarihinde Kahire'de imza olunan Anlaşmanın (ki aşağıda "Kredi Anlaşması" ismiyle anılmıştır) Iinci faslı ahkâmı gereğince Amerika Birleşik Devletlerinin herhangi bir sene zarfında, herhangi bir tarihte, veya zaman zaman, tediye terihinde hesap edilen faiz de dahil olmak üzere, Kredi Anlaşmasının ahkâmında verilen kredi gereğince o tarihte ödenmesi matlup bekleyen yekûnun yarısına kadar herhangi bir meblaðının veya meblaðların resmi rayicî Üzerinden Türk Lirası olarak tediyesini isteyebileceği, ve bu suretle talep olunan Türk Lirası meblaðlarının Türkiye Cum-

huriyeti Merkez Bankasında hususî bir hesaba yatırılarak, diğer maksatlar me-yanında kultür, eğitim ve insanî gayeler için kullanılabileceği tasrih edilmiş bulunduğu naizî itibara alarak,

Aşağıdaki hususlarda mutabık kalmışlardır :

Medde 1

Türkiye'de Birleşik Devletler Eğitim Komisyonu (ki aşağıda "Komisyon" ismiyle anılmıştır) adı altında bir Komisyon teşkil olunacak ve bu Komisyon işbu Anlaşmanın hükümleri dairesinde Türkiye Cumhuriyeti Hükümeti tarafından temin edilen paralarla finanse edilecek olan eğitim programının idaresini kolaylaştmak için ihdas ve tesis edilmiş bir teşekkül olarak Amerika Birleşik Devletleri ve Türkiye Cumhuriyeti Hükümetleri tarafından tanınacaktır. Bu Anlaşmanın 3üncü maddesinde derpiş olunan hükm mütesna olmak üzere, Komisyon, işbu Anlaşmadada tesbit edilen gayeler için tahsis edilen paralar ve para kredilerinin istimal ve serfinâ müteallik hususlarda Amerika Birleşik Devletlerinin dahili ve mehallî Kanunlarından muaf bulunacaktır. Bu paralar Türkiye Cumhuriyeti dahilinde yabancı bir Hükümete eit emvel olarak telâkki oluracaktır. Türkiye Cumhuriyeti Hükümeti tarafından işbu Anlaşma gereğince temin edilen paralar, muaddel 1944 tarihli Birleşik Devletler Emval Fazlasına Müteallik Kanunun 32 (b) fâslında tasrih edildiği vechile, aşağıda tesbit edilen şartlar ve hadler dairesinde, zirdeki maksadlar için, Komisyonun, veya Amerika Birleşik Devletleri ve Türkiye Cumhuriyeti Hükümetleri arasında takarrûr edecek herhangi diğer bir teşekkülün emrine âmâde kılınacaktır :

- (1) Türkiye'de kân okul ve yüksek öğretim mîseselerinde Amerika Birleşik Devletleri vatandaşları tarafından veya bunlar namına yapılacak tâhsil, arastırma, öğretim, ve sair eğitim faaliyetlerini veya nefsi Birleşik Devletler, Hawaii, Alaska (Aleutian Adaları dahil), Puerto Rico ve Virgin Adaları haricinde kân Birleşik Devletler okul ve yüksek öğretim mîseselerinde Türkiye vatandaşlarının tâhsil, arastırma, öğretim ve sair eğitim faaliyetlerini, nakliye, tâhsil ücreti, maîset ve öğretimle ilgili diğer masrafların tedîesi de dahil olmak üzere, finanse etmek, veya
- (2) Nefsi Birleşik Devletler, Hawaii, Alaska (Aleutian Adaları dahil), Puerto Rico ve Virgin Adalarında kân Birleşik Devletler okul ve yüksek öğretim mîseselerine devam etmek arzusunda bulunan Türkiye vatandaşının, bu mîseselerde devamları Amerika Birleşik Devletleri vatandaşını bu kân okul ve mîseselerde devam imkanlarından mahrum kılınmak şartıyla, seyahet imkanlarını temin etmek.

Madde 2

Komisyon, yukarıda zikredilen gayelerin temini için, işbu Anlaşmanın 10-uncu maddesindeki hükümler dairesinde, bu Anlaşma ile derpiş edilen gayenin tahakkuku zımnında, aşağıda sayılanlar da dahil olmak üzere, lüzumlu bilmüle selâhiyetleri kullanabilir :

- (1) Komisyon Veznedarını veya Komisyon tarafından tensip edilecek diğer bir şahsı, mezkur Veznedar veya diğer şahıs namına açılacak Banka hesaplarının yatırılmak üzere, para teselliğine mezun kılmak, Veznedar veya bu suretle memur kılınan şahsin tayini Amerika Birleşik Devletler Dışişleri Bakanı tarafından tasvip edilecek ve teselli edilen paralar Amerika Birleşik Devletler Dışişleri Bakanı tarafından teşbit edilecek bir depoziter veya depoziterler nezdine yatırılaçaktır.
- (2) İşbu Anlaşmada tesbit şart ve kayıtlar dahilinde, işbu Anlaşma ile kabul edilen gayelerin tahakkuku için, tediyat yapılmasına, para başlıklarında bulunulmasına ve avans verilmesine Komisyon Veznedarını veya Komisyonca tensip edilecek diğer bir şahsi seâhiyetter kılmak.
- (3) Muadel 1944 tarihli Amerika Birleşik Devletler Emval Fazlasına Mütteallık Kanunu 32 (b) feslinde tasrih olunan gayeler ve işbu Anlaşma ile tayin edilen maksatlar dairesinde programlar tanzim etmek, bunları kabul ve tatbik etmek.
- (4) Muadel 1944 tarihli Amerika Birleşik Devletler Emval Fazlasına Mütteallık Kanunda tasrih olunan Ecnemobilere Ait Burslar Heyetine yu-kerida zikredilen Kanun gereğince programa istirâk için ehîliyetli Türkiye'de mukim talebe, profesör, araştırma bilginleri ve Türkiye müesseselerini tavsiye etmek.
- (5) Komisyonun maksat ve gayelerine erişilmesi için programa istirâk edeceklerin intihabında rısyet edilmesini lüzumlu göreceği evsaf ve serât hakkında yukarıda ismi geçen Ecnemobilere Ait Burslar Heyetine tavsiyelerde bulunmak.
- (6) Amerika Birleşik Devletler Dışişleri Bakanlı tarafından seçilecek mureşkipolların tayin edeceği şekilde Komisyon Veznedarının hesaplarının muayyen devrelerde kontrolünü temin etmek.
- (7) İdare ve büro memurlarını tayin etmek, maas ve ücretlerini tesbit ederek tesviyesine mezuniyet vermek.

Madde 3

Komisyonca tasvip edilen bilâum sarfiyat, Amerika Birleşik Devletler Dışişleri Bakanının kabul edeceği senelik bir bütçe ve tesbit edebileceği nizamname mucibince ifa olunacaktır.

Madde 4

Komisyon Veznedarı, fiilen mevcut paraların fevkînde olarak Komisyonu

ilzam edecek hiçbir teşhîde girişemeyeceği veya bir mükellefîyet ihdas eden miyeceği gibi, işbu Anlaşma ile tasvip edilen maksatlara matuf olanlar müstesna olmak üzere diğer emval iştira ve tasarruf edemez, veya elden çıkaramaz.

Madde 5

Komisyon, dördü Amerika Birleşik Devletleri vatandaşının ve dördü Türkiye Cumhuriyeti vatandaşının olmak üzere sekiz azadan müteşekkili bulunacaktır. Bularına ilâveten Amerika Birleşik Devletlerinin Türkiye'deki diplomatik heyetinin başı (ki aşağıda "Mision Şefi" ismiyle anılacaktır) Komisyonun fahri Başkanı olacaktır. Mision Şefi Komisyonda reylerin tesavisi halinde kat'î reyi verecek ve Komisyon Başkanını tayin edecektir. Başkan, Komisyonun fiili âzası sıfatile rey hakkını haiz bulunacaktır. Mision Şefi, en az ikisi Amerika Birleşik Devletlerinin Türkiye'deki Hariciye teşkilâtının muvazzaf memurlarından olmak üzere, Komisyon'daki Birleşik Devletler vatandaşlarını tayin ve tebdil etmek selâhiyetini haiz olacaktır. Türkiye Cumhuriyeti Hükümeti Komisyon'daki Türkiye vatandaşlarını tayin ve tebdil selâhiyetini haiz bulunacaktır.

Âzalar, tayin edildikleri tarihten itibaren müteakip 31 Aralık tarihine kadar ifayî vazife edecekler ve tekrar tayin edilebileceklerdir. İstifa, ikamet mahallinin Türkiye haricine haklı, vazife müddetinin hitâma ermesi sebebleriyle veya sair suretle vukubulacak münhaller, bu madde ile tesbit edile hükmümler dairesinde doldurulacaktır.

Âzalar, tıccatsız olarak ifayî vazife edeceklerdir. Buna birlikte beraber Komisyon, âzaların toplantılarında hazır bulunmalarına muktazi masrafları ödemeye selâhiyettardır.

Madde 6

Komisyon, işlerinin tedviri için lüzum göreceği nizânnâmeleri kabul ve icap eden Komiteleri tayin edecektir.

Madde 7

Amerika Birleşik Devletleri Dışişleri Bakanı tarafından tayin edilecek şekilde Komisyonun faaliyeti hakkında her sene bir rapor tanzim edilerek Amerika Birleşik Devletleri Dışişleri Bakanına ve Türkiye Cumhuriyeti Hükümetine tevdi olunacaktır.

Madde 8

Komisyonun merkezi, Türkiye Cumhuriyetinin başkentinde bulunacaktır.

Ancak Komisyonun veya Komitelerinden herhangi birinin toplantıları, Komisyonun icabı hale göre tesbit edeceği diğer mahallerde akdedilebileceği gibi Komisyon amir ve memurlarından herhangi biri Komisyonca tensip edilecek mahallerde icra-yı faaliyet edebilecektir.

Madde 9

Komisyon bir Müdür tayin ve onun maaş ve hizmet müddetini tesbit edebilir. Ancak Komisyonun, Başkanca kabule şayan bir Müdür tayin etmeği imkansız olduğu hallerde, Amerika Birleşik Devletleri Hükümeti, programın elverişli bir şekilde tatbikini mümkün kılmak için, lüzumlu görülecek bir Müdür ile Muvafferini temin edebilecektir. Müdür, Komisyon program ve faaliyetlerinin, Komisyonun kararlarıyle talimatı dairesinde, tedbir ve murakabesinden mesul olacaktır. Müdürün gaybubeti veya mazereti halinde Komisyon müناسip veya muvafık göreceğii müddet için yerine bir vekil tayin edebilir.

Madde 10

Amerika Birleşik Devletleri Dışişleri Bakanı, tensip ettiği takdirde, Komisyonun her husustaki kararlarını gözden geçirebilir.

Madde 11

Türkiye Cumhuriyeti Hükümeti, işbu Anlaşmanın gayelerinin tahakkuku zammında, Amerika Birleşik Devletleri Hükümetince talep vukubuldıkça, umumi yekunu azamî (Birleşik Devletler parası) 500.000 dolara tekabül edecek meblâgları Türkiye Cumhuriyeti Hükümeti parası olarak Türkiye Cumhuriyet Merkez Bankası nezdinde Amerika Birleşik Devletleri Hazine Müdürü namına hususi bir hesaba yatıracaktır. Su kadar ki, münferid bir takvim senesi zarfında yatırılacak Türkiye Cumhuriyeti Hükümeti parasının yekunu (Birleşik Devletler parası) 250.000 dolar mukabilini hiçbir suretle tecaviz etmeyecektir. Bu şekilde yatırılacak olan Türkiye Cumhuriyeti Hükümeti parası mikdarının tesbiti için tatbik olunacak olan Türkiye Cumhuriyeti Hükümeti parası ile Birleşik Devletler parası arasındaki rayış, Kredi Anlaşmasının 1-inci maddesinin 3-üncü faslında tasrib edilen rayış olacaktır.

Amerika Birleşik Devletleri Dışişleri Bakanı bu Anlaşmanın gayelerini temin için iktiza edecek mebaliği Komisyonca tasvip edilen şekilde sarfedilmek üzere Türkiye Cumhuriyeti Hükümeti parası ile temin edecektir. Bununla beraber, bu mebaliğ, işbu Anlaşmanın 3-üncü maddesi mucibince tesbit olunan bütçe haddini hiçbir suretle aşmayıacaktır.

Madde 12

İşbu Anlaşmanın her neresinde zikredilmiş olursa olsun "Amerika Birleşik Devletleri Dışişleri Bakanı" tabirinden Amerika Birleşik Devletleri Dışişleri Bakanı veya kendisi tarafından namına hareket etmek üzere tayin edilmiş Amerika Birleşik Devletleri Hükümetine mensup herhangi amir veya memur olduğu anlaşılacaktır.

Madde 13

İşbu Anlaşma Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında diplomatik notalar teatisile tâdil edilebilecektir.

Madde 14

İşbu Anlaşma Türkiye Büyük Millet Meclisinin tasdikine sunulacak ve tasdik edildiği Amerika Birleşik Devletleri Hükümetine tebliğ olurduğun gün yürürlüğe girecektir.

İŞBU HUSUSATI TASDİK ETMEK ÜZERE alâkadar Hükümetler tarafından usulü dairesinde selâhiyettar kılınmış olan zirdeki imza sahipleri bu Anlaşmayı imza etmişlerdir.

Ankara'da 27 Aralık 1949 tarihinde ikişer nusha olarak, Türkçe ve İngilizce lisanlarında tanzim kılınmıştır.

Türkiye Cumhuriyeti Hükümeti
namına :

Amerika Birleşik Devletleri Hükümeti
namına :

*The American Ambassador to the Secretary General, Turkish Ministry
of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1866

Ankara, December 27, 1949

EXCELLENCY,

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Republic of Turkey, signed at Ankara today, for the use of funds made available in accordance with the agreement signed in Cairo on February 27, 1946, between the Government of the United States of America and the Government of the Republic of Turkey, and to confirm that the funds placed at the disposal of the Treasurer of the Commission in accordance with the above-mentioned agreement will be used exclusively in Turkish Liras and that no requests will be made to the Turkish Ministry of Finance for the conversion into foreign exchange of any part of the said funds.

Ante, p. 603.

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

GEORGE WADSWORTH

His Excellency

FAIK ZIHNI AKDUR,

Secretary General,

Ministry of Foreign Affairs,

Ankara.

*The Secretary General, Turkish Ministry of Foreign Affairs, to the
American Ambassador*

TÜRKİYE CUMHURİYETİ
DİŞİSLERİ BAKANLIĞI

Ankara, 27 Aralık 1949

No: 57231/212

Ekselâns,

Muhteviyeti aşağıda dercedilmiş olan bugünkü tarihli
notenizi aldığımı Ekselânsınıza bildirmekle şeref kesbeylerim:

" Amerika Birleşik Devletleri Hükümeti ile Türkiye
Cumhuriyeti arasında 27 Şubat 1946 tarihinde Kahire'de imza edilen
Anlaşma gereğince temin edilen paraların kullanılmamasına dair Ame-
rika Birleşik Devletleri Hükümeti ile Türkiye Cumhuriyeti Hükümeti
arasında bugün Ankara'da imza edilen Anlaşmaya etf ile şeref kesb-
eyler ve yukarıda ismi geçen Anlaşma mucibince Komisyon Veznedarı-
nın emrine tehsis edilen paraların münhesireni Türk Lirası olarak
kullanılacağı ve mezkûr paraların herhangi bir kısmının yabancı
dgvize tevhili hususunda Türkiye Cumhuriyeti Maliye Bakanlığından
herhangi bir talepte bulunulmayacağı teyid ederim."

Mezkûr note muhteviyatını kaydeder ve yüksek saygılarımın
kabulünü rica eylerim, Ekselâns.

Ekselâns George Wadsworth,
Amerika Birleşik Devletleri
Büyükk Elçisi

Ankara

Translation

REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS

No. 57231/212

ANKARA, December 27, 1949

EXCELLENCY,

I have the honor to communicate to Your Excellency the receipt of your note of today's date, the text of which is inserted below:

"I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Republic of Turkey, signed at Ankara today, concerning the use of funds made available in accordance with the agreement signed in Cairo on February 27, 1946, between the Government of the United States of America and the Republic of Turkey and to confirm that the funds placed at the disposal of the Treasurer of the Commission in accordance with the above-mentioned agreement will be used exclusively in Turkish Liras and that no request will be made to the Ministry of Finance of the Republic of Turkey regarding the conversion into foreign exchange of any part of the said funds."

Ante, p. 603.

I have taken cognizance of the contents of the aforementioned note and beg Your Excellency to accept my highest consideration.

Z AKDUR

His Excellency

GEORGE WADSWORTH,

Ambassador of the

United States of America

Ankara

*The Secretary General, Turkish Ministry of Foreign Affairs, to the
American Ambassador*

TÜRKİYE CÜMHURİYETİ
DİŞİSLERİ BAKANLIĞI

Ankara, 27 Aralık 1949

No: 57230/211

Ekselâns,

Türkiye Cumhuriyeti Hükümeti ile Amerika Birleşik Devletleri Hükümeti arasında 27 Şubat 1946 tarihinde Kahire'de imza edilen Anlaşma gereğince temin edilen paraların kullanılmışına dair Türkiye Cumhuriyeti Hükümeti ile Amerika Birleşik Devletleri Hükümeti arasında bugün Ankara'da imza edilen Anlaşmaya atf ile şeref kesbeyler ve bugünkü tarihli Anlaşma gereğince kendilerine bağış yapılan kimselere vaki tediyelerin Türkiye'de elyevm mer'i veya ileride vazedilecek her nevi vergi mükellefiyetleri dolayısı ile kesintiye tabi tutulmaması zımminda eşekadar Türkiye makamları tarafından icab eden tedabirin alınacağını ve bu suretle bağış yapılan kimselerin mevdu vazifelerinin ifası hususunda kendilerine tehsis edilen meblağlardan tam olarak istifade edeceklerini teyid ederim.

Yüksek saygımlarımın kabulünü rica ederim, Ekselâns.

Ekselâns George Wadsworth,
Amerika Birleşik Devletleri
Büyükk Elçisi

Ankara

Translation

REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS

No. 57230/211

ANKARA, December 27, 1949

EXCELLENCY,

I have the honor to refer to the agreement between the Government of the Republic of Turkey, and the Government of the United States of America, signed in Ankara today, concerning the use of funds made available in accordance with the agreement signed in Cairo on February 27, 1946, between the Government of the Republic of Turkey and the Government of the United States of America and to confirm that the necessary measures will be taken by the competent Turkish authorities to the end that payments made to grantees under the agreement of today's date will not be subject to deduction owing to tax obligations effective in Turkey at present or to be imposed in the future and that grantees will thus make full use of the funds allotted to them with respect to accomplishing their assigned tasks.

Ante, p. 603.

Z AKDUR

His Excellency

GEORGE WADSWORTH,

*Ambassador of the**United States of America**Ankara*

*The American Ambassador to the Secretary General, Turkish Ministry
of Foreign Affairs*

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 1867

Ankara, December 27, 1949.

EXCELLENCY,

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

"I have the honor to refer to the agreement between the Government of the Republic of Turkey and the Government of the United States of America, signed at Ankara today, for the use of funds made available in accordance with the agreement signed in Cairo on February 27, 1946, between the Government of the Republic of Turkey and the Government of the United States of America and to confirm that the necessary arrangements will be made by the competent Turkish authorities to the end that payments made to grantees under the agreement of today's date will not be curtailed by Turkish taxation of any nature, present or future, and that grantees will thus enjoy the use of the full amount of the sums allotted to them in the accomplishment of their assigned tasks."

Ante, p. 603.

I have taken due note of the contents of Your Excellency's communication.

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

GEORGE WADSWORTH

His Excellency

FAIK ZIHNI AKDUR,

Secretary General,

Ministry of Foreign Affairs,

Ankara.

PORUTGAL

PASSPORT VISA FEES

Agreement amending the agreement of February 24, 1950. Effectuated by exchange of notes signed at Lisbon July 24 and August 4, 1950; entered into force September 1, 1950.

TIAS 2113
July 24 and
Aug. 4, 1950

The Portuguese Minister for Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECÇÃO GERAL
DOS
NEGÓCIOS ECONÓMICOS E CONSULARES

Proc. 517/G/49
Nº. 33

LISBOA, 24 de Julho de 1950

SENHOR EMBAIXADOR

Tenho a honra de comunicar a V. Ex^a. que o Governo Português no desejo de tornar extensivas à Ilha da Madeira as facilidades concedidas aos cidadãos americanos para entrada em Portugal Continental, estabelecidas no Acordo por troca de Notas concluído no dia 24 de Fevereiro último com o Governo dos Estados Unidos da América, está disposto a permitir a entrada na Ilha da Madeira, sem necessidade de qualquer visto diplomático ou consular, nos mesmos termos que para Portugal Continental, conforme o Acordo em referência, dos americanos em viagens de trânsito, negócios ou recreio, munidos de passaportes válidos expedidos pelas competentes autoridades dos Estados Unidos.

2. Por sua vez aos cidadãos portugueses admissíveis como não emigrantes nos Estados Unidos, residentes na Ilha da Madeira, munidos de passaportes válidos expedidos pelas competentes autoridades portuguesas serão concedidos, nos mesmos termos que para os portugueses residentes em Portugal Continental, conforme o Acordo em referência, vistos gratuitos válidos para uma ou mais entradas nos Estados Unidos durante um período de vinte e quatro meses.

3. Se o Governo dos Estados Unidos concordar com a extensão das facilidades acima referidas, tenho a honra de sugerir que a presente Nota e a de resposta de V. Ex^a. em termos semelhantes sejam consideradas como representando tal Acordo entre as duas partes.

4. A extensão de tais facilidades vigorará de 1 de Setembro de 1950 a 31 de Dezembro de 1951 e continuará em vigor depois desta última data nos termos do já referido Acordo de 24 de Fevereiro último.

Aproveito o ensejo para reiterar a V. Ex^a. os protestos da minha alta consideração./.

JOSÉ CAEIRO DA MATTA

Sua Excelência

Senhor LINCOLN MAC VEAGH

Embaixador dos Estados Unidos da América

em Lisboa, Portugal

etc., etc., etc.

Translation

MINISTRY OF FOREIGN AFFAIRS

General Office

of

Economic and Consular Affairs

Proc. 517/G/49
No. 33

LISBON, July 24, 1950

MR. AMBASSADOR:

I have the honor to inform Your Excellency that the Portuguese Government, desirous of extending to the Island of Madeira the facilities granted to American citizens for entry into Continental Portugal, as provided in the Agreement concluded by an exchange of notes on February 24 last with the Government of the United States of America, is willing to permit entry to the Island of Madeira, without need of any diplomatic or consular visa, under the same terms as apply to Continental Portugal in accordance with the aforesaid Agreement, by Americans traveling in transit, or on business or recreation, who are provided with valid passports issued by the proper United States authorities.

2. In turn, Portuguese citizens admissible as non-immigrants to the United States, who are residents of the Island of Madeira and who have valid passports issued by the appropriate Portuguese authorities, will be granted free visas valid for one or more entries to the United States during a period of twenty-four months, under the same terms as apply to Portuguese residents of Continental Portugal.

3. If the Government of the United States agrees to the granting of the above-mentioned facilities, I have the honor to suggest that the present note and Your Excellency's reply thereto in similar terms be considered as representing such an Agreement between the two parties.

4. The extension of such facilities shall be in force from September 1, 1950 to December 31, 1951, and shall continue in force thereafter under the terms of the aforementioned Agreement of February 24 last.

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

JOSÉ CAEIRO DA MATTIA

His Excellency

LINCOLN MAC VEAGH

*Ambassador of the United States of America
in Lisbon, Portugal*

etc., etc., etc.

The American Ambassador to the Portuguese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Lisbon, August 4, 1950

EXCELLENCY:

I have the honor to refer to Note No. 33 signed on July 24, 1950, by His Excellency Dr. Jose Caeiro da Matta, Minister of Foreign Affairs of Portugal, which reads as follows:

"1. I have the honor to inform Your Excellency that the Portuguese Government, wishing to extend to the Island of Madeira the facilities granted to American citizens for entry into continental Portugal established in the agreement concluded with the Government of the United States of America by exchange of notes on February 24 last, is disposed to permit the entry into the Island of Madeira, without the necessity of any diplomatic or consular visa, on the same terms as for continental Portugal, according to the agreement referred to, of Americans traveling in transit or business or for recreation who carry valid passports issued by the competent authorities of the United States.

Ante, p. 461.

"2. On the other hand, to Portuguese citizens, admissible to the United States as non-immigrants, residents of the Island of Madeira, bearing valid passports issued by the competent Portuguese authorities, there will be issued, on the same terms as for Portuguese citizens residing in continental Portugal under the agreement referred to, gratis visas valid for one or more entries into the United States during a period of 24 months.

"3. If the Government of the United States agrees to the extension of the facilities referred to above, I have the honor to suggest that the present note and Your Excellency's reply in similar terms be considered as representing such an agreement between the two governments.

"4. Such facilities would be applied from September 1, 1950, to December 31, 1951, and would continue to be in effect after that date according to the terms of the above mentioned agreement of last February 24.

I take this occasion to renew to Your Excellency the assurances of my high esteem."

Effective date.

I am glad to inform Your Excellency that the Government of the United States concurs in the terms of Your Excellency's Note quoted above and agrees that that Note, together with this acknowledgement, will constitute an agreement between our two governments amplifying that concluded on February 24 last, to enter into effect on September 1, 1950, and remain valid in accordance with paragraph 5 of the original agreement.

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

LINCOLN MACVEAGH

His Excellency

Dr. PAULO CUNHA,

*Minister for Foreign Affairs,
Lisbon.*

MULTILATERAL SUGAR

Protocol prolonging the agreement of May 6, 1937. Signed at London August 31, 1949; ratification advised by the Senate of the United States of America July 6, 1950; ratified by the President of the United States of America July 14, 1950; ratification of the United States of America deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland September 7, 1950; proclaimed by the President of the United States of America September 22, 1950; effective September 1, 1949.

TIAS 2114
Aug. 31, 1949

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol dated in London August 31, 1949, prolonging for one year after August 31, 1949 the international agreement regarding the regulation of production and marketing of sugar signed at London on May 6, 1937, was signed by the respective Plenipotentiaries of the Governments of the United States of America (with a reservation "Subject to ratification"), the Union of South Africa, the Commonwealth of Australia, Belgium, Brazil, Cuba, Czechoslovakia, the Dominican Republic, the French Republic, the United Kingdom of Great Britain and Northern Ireland, Haiti, the Netherlands, Peru, the Republic of the Philippines, Poland, Portugal, and the Federal People's Republic of Yugoslavia;

59 Stat. 922.

WHEREAS the text of the said protocol, as certified by the Foreign Office of the Government of the United Kingdom of Great Britain and Northern Ireland in London, is word for word as follows:

PROTOCOL

WHEREAS an International Agreement regarding the Regulation of the Production and Marketing of Sugar (hereinafter referred to as "the Agreement") was signed in London on 6th May, 1937;

And whereas by a Protocol signed in London on 22nd July, 1942, the Agreement was regarded as having come into force on 1st September, 1937, in respect of the Governments signatory of the Protocol;

And whereas it was provided in the said Protocol that the Agreement should continue in force between the said Governments for a period of two years after 31st August, 1942;

And whereas by further Protocols signed in London on 31st August, 1944, 31st August, 1945, 30th August, 1946, 29th August, 1947, and 31st August, 1948, it was agreed that, subject to the provisions of Article 2 of the said Protocols, the Agreement should continue in force between the Governments signatory thereof for periods of one year terminating on 31st August, 1945, 31st August, 1946, 31st August, 1947, 31st August, 1948, and 31st August, 1949, respectively;

Now, therefore, the Governments signatory of the present Protocol, considering that it is expedient that the Agreement should be prolonged for a further term as between themselves, subject, in view of the present situation, to the conditions stated below, have agreed as follows:—

ARTICLE 1

Continuance in force.

Subject to the provisions of Article 2 hereof, the Agreement shall continue in force between the Governments signatory of this Protocol for a period of one year after 31st August, 1949.

ARTICLE 2

Inoperative provisions.

During the period specified in Article 1 above the provisions of Chapters III, IV and V of the Agreement shall be inoperative.

ARTICLE 3

Revision of Agreement.

1. The Governments signatory of the present Protocol recognise that revision of the Agreement is necessary and should be undertaken as soon as the time appears opportune. Discussion of any such revision should take the existing Agreement as the starting-point.

2. In the event of an agreement based on such revision coming into force before 31st August, 1950, the present Protocol shall thereupon terminate.

3. For the purposes of such revision due account shall be taken of any general principles of commodity policy embodied in any agreements which may be concluded under the auspices of the United Nations.

ARTICLE 4

Before the conclusion of the period of one year specified in Article 1, the contracting Governments, if the steps contemplated in Article 3 have not been taken, will discuss the question of a further renewal of the Agreement.

Renewal.

ARTICLE 5

The present Protocol shall bear the date 31st August, 1949, and shall remain open for signature until 30th September, 1949, provided, however, that any signatures appended after 31st August, 1949, shall be deemed to have effect as from that date.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Protocol.

Done in London on the 31st day of August, 1949, in a single copy which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, and of which certified copies shall be furnished to the signatory Governments.

For the Government of the Union of South Africa:

LEIF EGELAND.

For the Government of the Commonwealth of Australia:

NORMAN R. MIGHELL.

For the Government of Belgium:

G. WALRAVENS.

For the Government of Brazil:

MONIZ DE ARAGÃO.

For the Government of Cuba:

ROBERTO DE MENDOZA.

Subject to a reservation that the Republic of Cuba will have the right to withdraw from the Agreement at any time, giving notice to the Government of the United Kingdom, as depositary of the Protocol, of the intention to withdraw ninety days in advance.—R. DE M.

For the Government of Czechoslovakia:

D. RUDOLF BYSTRICKÝ.

For the Government of the Dominican Republic:

JULIO VEGA BATLLE.

For the Government of the French Republic:

F. ANDRÉ-HESSE.

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

WILLIAM STRANG.

For the Government of Hayti:

FRED. DUVIGNEAUD.

For the Government of the Netherlands:

A. BENTINCK.

For the Government of Peru:

RICARDO RIVERA SCHREIBER.

For the Government of the Republic of the Philippines:

JOSÉ F. IMPERIAL.

For the Government of Poland:

JOZEF SAPER.

For the Government of Portugal:

MIGUEL D'ALMEIDA PILE.

For the Government of the United States of America:

J. C. HOLMES.

Subject to ratification.

For the Government of the Federal People's Republic of Yugoslavia:

Koš ERIH.

Certified a true copy.

[SEAL]
LONDON

S. H. GELLATLY

*Deputy Librarian and Keeper of the Papers for
the Secretary of State for Foreign Affairs.*

WHEREAS the Senate of the United States of America by their resolution of July 6, 1950, 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 on behalf of the Government of the United States of America on July 14, 1950, and the instrument of ratification on the part of the said Government was duly deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland on September 7, 1950;

AND WHEREAS it is provided in Article 1 of the said protocol that, subject to the provisions of Article 2 of the said protocol, the said agreement of May 6, 1937 shall continue in force between the Governments signatory of the said protocol for a period of one year after August 31, 1949;

Now, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said protocol, to the end that the same and every article and clause thereof may be observed and fulfilled 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, the said protocol being deemed to have the effect, as provided in Article 1 thereof, of continuing in force between the Governments signatory of the said protocol, for a period of one year after August 31, 1949, the said agreement regarding the regulation of production and marketing of sugar signed at London on May 6, 1937.

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

DONE at the city of Washington this twenty-second day of September in the year of our Lord one thousand nine hundred [SEAL] fifty and of the Independence of the United States of America the one hundred seventy-fifth.

HARRY S TRUMAN

By the President:

JAMES E. WEBB

Acting Secretary of State

PAKISTAN
U. S. EDUCATIONAL FOUNDATION

TIAS 2116 *Agreement signed at Karachi September 23, 1950; entered into force September 23, 1950. And memorandum of implementation.*
Sept. 23, 1950

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR FINANCING CERTAIN EDUCATIONAL
EXCHANGE PROGRAMS.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF PAKISTAN FOR FINANCING CERTAIN EDUCATIONAL
EXCHANGE PROGRAMS.**

The Government of the United States of America and the Government of Pakistan;

Desiring to promote further mutual understanding between the peoples of the United States of America and Pakistan by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32 (b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign Government for the use of currencies or credits for currencies of such foreign Government acquired as a result of surplus property disposals for certain educational activities; and

<sup>60 Stat. 754.
50 U.S.C. app.</sup>
§ 1641 (6).

Considering that certain rupees expendable in Pakistan have been received or may hereafter be received by the Government of the United States of America in payment for certain surplus war properties in accordance with the United States-India Agreement, dated May 16, 1946 which is applicable to Pakistan pursuant to Article 4 of the Indian Independence (International Arrangements) Order of 1947,

60 Stat. 1753.

Have agreed as follows:

Article 1

There shall be established a foundation to be known as the United States Educational Foundation in Pakistan (hereinafter designated "the Foundation"), which shall be recognised by the Government of the United States of America and the Government of Pakistan as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of the United States of America under the

The Foundation.

terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Pakistan as they relate to the use and expenditure of currencies or credits for currencies for the purposes set forth in the present agreement.

The funds made available by the Government of the United States of America, within the conditions and limitations herein set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Pakistan for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act 1944, as amended, of

- (1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Pakistan or of Pakistanis in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or
- (2) furnishing transportation for Pakistanis who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

Article 2

Powers of Foundation.

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement including the following:

- (1) Receive funds.
- (2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.
- (3) Disburse funds and make grants and advances for funds.
- (4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however that the acquisi-

- tion of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.
- (5) Plan, adopt, and carry out programs in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended.
 - (6) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, other persons engaged in educational activities, resident in Pakistan, and institutions of Pakistan qualified to participate in the programs in accordance with the aforesaid Act.
 - (7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary.
 - (8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.
 - (9) Engage an Executive Officer, administrative and clerical staff and fix and pay the salaries and wages thereof out of the funds made available.

Article 3

All commitments, obligations and expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

Annual budget.

Article 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the "Board"), four of whom shall be citizens of the United States of America and four of whom shall be Pakistanis. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Pakistan (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Pakistan, shall be appointed and removed by the Chief of Mission; the Pakistanis on the Board shall be appointed and removed by the Government of Pakistan.

Membership.

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

The Directors shall serve without compensation but the Foundation is authorised to pay the necessary expenses of the Directors in attending the meetings of the Board.

Article 5

By-laws, etc.

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation. All rules adopted by the Board shall become effective upon approval by the Secretary of State of the United States of America and the Government of Pakistan.

Article 6

Annual reports.

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of Pakistan.

Article 7

Principal office, etc.

The principal office of the Foundation shall be in the capital city of Pakistan, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

Article 8

Executive Officer.

The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives and the provisions of this agreement. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable. In the event it is found to be impracticable for the Board to engage an Executive Officer, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program.

Article 9

Amounts for expenditure.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Board currency of the

Government of Pakistan in an amount not to exceed the equivalent of \$ 300,000 (United States currency) during any single calendar year from Pakistan currency held in the account of the Treasurer of the United States and available for purposes of this agreement in accordance with United States law. Such amounts made available shall not be in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

Article 10

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in the territory of Pakistan from custom duties, excises, and surtaxes, and every other form of taxation.

Tax exemption.
Post, p. 637.

All funds and other property used for the purposes of the Foundation, and all other official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of Pakistan.

Article 11

The Government of Pakistan shall extend to citizens of the United States of America residing in Pakistan and engaged in educational activities under the auspices of the Foundation such privileges with respect to exemption from taxation, and other burdens affecting the entry, travel, and residence of such persons as are extended to Pakistanis residing in the United States of America engaged in similar activities.

Privileges.

Article 12

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

"Secretary of State
of the United States
of America."

Article 13

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

Amendment.

Article 14

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

Article 15**Entry into force.**

The present agreement shall come into force upon the date of signature.

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

DONE at Karachi in duplicate, this twenty-third day of September, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL]

AVRA M. WARREN

Avra M. Warren,
Ambassador.

FOR THE GOVERNMENT OF PAKISTAN:

[SEAL]

FAZLUR RAHMAN

Fazlur Rahman,
Minister for Commerce and Education.

**EXPLANATORY MEMORANDUM AS TO THE MANNER IN
WHICH THE GOVERNMENT OF PAKISTAN AGREES TO
IMPLEMENT THE PROVISIONS OF ARTICLE 10 OF THE
AGREEMENT.**

The Government of Pakistan desires to inform the Government of the United States of America of the manner in which it is prepared to give effect to the provisions of Article 10 with respect to the grant of exemptions from customs—duties, excises and other forms of taxation of furniture, equipment, supplies and other articles intended for use of the Foundation.

Ante, p. 635.

The tax exemption provided for in Article 10 would not in general involve a refund of duties or sales tax on articles purchased locally and any request for the refund of duties, e. g., the refund of duties and sales tax on an automobile purchased locally for the Foundation, would have to be submitted as a special case for consideration without prejudice by the appropriate authorities.

The procedure outlined in this memorandum for the implementation of Article 10 is acceptable to the Government of the United States and the Government of Pakistan.

AVRA M. WARREN

Avra M. Warren,
Ambassador.

FAZLUR RAHMAN

Fazlur Rahman,
Minister for Commerce and Education.

NETHERLANDS

MUTUAL AID SETTLEMENT

TIAS 2119
June 1, 8, 1950

*Agreement interpreting and implementing the agreement of May 28, 1947.
Effectuated by exchange of notes signed at Washington June 1 and 8, 1950;
entered into force June 8, 1950.*

The Secretary of State to the Netherlands Ambassador

DEPARTMENT OF STATE

WASHINGTON

Jun 1 1950

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of the United States Government and representatives of the Netherlands Government relating to the interpretation and implementation of Article 4 A (1) of the agreement of May 28, 1947 between the two Governments regarding the settlement for lend-lease, reciprocal aid, surplus property, military relief, and claims. 61 Stat., pt. 4, p. 3028.

There is enclosed herewith a memorandum, the text of which was drawn up as a result of those conversations and which, according to information furnished the Department of State, was approved by the Netherlands Ministry of Traffic, Directorate-General of Shipping, on February 15, 1950, by the United States Maritime Commission on October 28, 1949, and by the Attorney General of the United States on November 7, 1949. The enclosed memorandum embodies the understanding of this Government with reference to the matters set forth therein. If it also embodies the understanding of the Netherlands Government, the United States Government will consider the present note and its enclosure, together with your Excellency's note in reply thereto indicating the concurrence of the Netherlands Government, as constituting an agreement between the two Governments, effective as of the date of your Excellency's note.

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

DEAN ACHESON

Enclosure:

Memorandum.

His Excellency

E. N. VAN KLEFFENS,

Ambassador of the Netherlands.

MEMORANDUM RELATING TO THE INTERPRETATION AND IMPLEMENTATION OF ARTICLE 4 A (1) OF THE AGREEMENT OF MAY 28, 1947 BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS PROPERTY, MILITARY RELIEF AND CLAIMS

This memorandum sets out certain interpretations of the provisions of the agreement of May 28, 1947, regarding settlement for lend-lease, reciprocal aid, surplus property, military relief and claims whereunder the Netherlands Government agrees to assume, process and discharge various maritime claims against the United States Government which were worked out in the practical operation of the agreement and certain arrangements which have been made for facilitating its operation. It is agreed as follows:

61 Stat., pt. 4, p. 3924.

1. All claims against the United States Government which the Netherlands Government is obligated by the agreement of May 28, 1947 to defend or discharge, including those claims which are now the subject of litigation in courts of the United States, will be processed and defended by officers or attorneys of the Netherlands Government with the exception of the claims arising out of the collision between **SS AFRIKANDER** and **SS PALEMBANG** on January 11, 1942.

2. The United States Government will refer to the Netherlands Government for prosecution, collection or settlement its affirmative claims against Netherlands nationals arising out of any maritime incident or incidents which gave rise to a claim against the United States Government referred to and assumed by the Netherlands Government pursuant to the agreement of May 28, 1947, except the claim of the United States Government arising out of the **AFRIKANDER-PALEMBANG** collision mentioned above.

3. Except in the **AFRIKANDER-PALEMBANG** case, the Netherlands Government may settle, satisfy or discharge claims against the United States Government handled pursuant to this understanding by making a net payment to the private interest involved representing the net ultimate liability of the United States Government in the premises as fixed by judgment, decree or settlement, and may offset the affirmative claims of the United States Government arising out of the same incidents as gave rise to the liabilities of the United States Government without accountability to the United States Government.

4. In consideration of the foregoing concession by the United States Government with respect to the use of other affirmative claims as offsets against its liabilities assumed by the Netherlands Government, the claims arising out of the **AFRIKANDER-PALEMBANG** collision now the subject of litigation pending in the United States District Court for

the Southern District of New York shall be handled specially pursuant to the following understandings:

(a) The United States Government, acting through the appropriate United States Attorney, will continue to handle the litigation arising out of that collision and will defend the claims asserted against it for the damages sustained by the *PALEMBANG* and her cargo which constitute claims assumed by the Netherlands Government in the agreement of May 28, 1947.

(b) The United States Government will also prosecute through its attorney its claims arising out of the collision, including its rights to indemnity with respect to liability against the *PALEMBANG* and those interested in her and against *ss DAVILA*, a vessel claimed to have embarrassed the navigation of the *PALEMBANG* in a manner contributing to the collision and those interested in her.

(c) The Netherlands Government agrees that any amount which the *PALEMBANG* interests may be entitled to recover from or offset against claims of the United States Government as a result of a decree of the Court in the litigation, or, with the Netherlands Government's consent, a settlement of the litigation, will be for its account and that it will discharge any such claims recoverable from the United States Government or reimburse the United States Government for the amount of any such claims offset against the claim of the United States Government in the premises, or both.

(d) By way of clarification, this understanding will be applied to the various possible results of the litigation as follows:

(1) In the event the *AFRIKANDER* is held to have been solely at fault the Netherlands Government will satisfy the decree obtained by the owners of the *PALEMBANG* against the United States Government.

(2) In the event the *AFRIKANDER* and the *PALEMBANG* are held to have been mutually at fault and the *DAVILA* exonerated, the Netherlands Government will pay the moiety of the damages of the *PALEMBANG* which the owners would then be entitled to recover or set off against the claim of the United States Government.

(3) In the event that the *AFRIKANDER*, the *PALEMBANG* and the *DAVILA* are all held to have been at fault, the Netherlands Government will pay the one third of the damages of the *PALEMBANG* which those interested in her can recover or set off against the claim of the United States Government.

(4) In the event the *AFRIKANDER* is exonerated, there will be no claim against the United States Government which the Netherlands Government will be obligated to satisfy.

The United States Government agrees to furnish the Netherlands Government such acquittances with respect to its affirmative claims in cases other than those arising out of the AFRIKANDER-PALEMBANG collision as the Netherlands Government may reasonably require to enable it to settle or discharge the net ultimate liability of the United States Government in the premises.

Annexed hereto is a list of claims now being processed in the United States of America which are to be handled pursuant to this memorandum. This list comprises all such pending claims against the United States Government which the Netherlands Government is to assume pursuant to the War Accounts Settlement Agreement of May 28, 1947 now known to the respective Governments, but the annexing of this list does not preclude the handling, pursuant to this memorandum, of other claims subject to that agreement which are discovered or processed hereafter. Such other claims may be included among the claims to which this memorandum applies, without the necessity of any formalized supplementary agreement.

OPEN ASSUMPTION CASES

ASSUMPTION CASES WHICH HAVE NOT BEEN DISPOSED OF:

(1) AFRIKANDER-PALEMBANG-DAVILA

Collision January 11, 1942.

The AFRIKANDER was U. S. owned and operated and sustained damage put forward at \$600,000 but probably not provable for as much as \$500,000. The PALEMBANG was operated by a private Dutch national and sustained damage put forward at \$200,000. Claim is asserted that a privately owned ship DAVILA embarrassed the PALEMBANG's navigation and in a way contributed to the collision. She is a party to the proceedings although sustained no damage.

Under the Memorandum this litigation will be continued and the Dutch Government will agree to pay any sums which the owners of the PALEMBANG may recover against the United States or which they may be entitled to offset against the claim of the AFRIKANDER in the event of a mutual fault decision.

(2) ANTIETAM-JULIETTA

Collision April 14, 1944.

The ANTIETAM was U. S. Government owned and operated; she sustained damage estimated at \$200. The JULIETTA was owned by a Dutch national and under requisition to the Netherlands Government; she sustained damages estimated at \$7,000.

(3) **FELIX GRUNDY**

Damage to wooden bollards March 23, 1946.

This was a claim for damage to Dutch shore structures which was taken over by the Netherlands Government. Under the Memorandum the Netherlands Government will discharge any liability of the United States.

(4) **HERBERT L. PRATT-MARSELLA**

Collision December 20, 1945.

The PRATT was U. S. Government owned and operated. The MARSELLA was under requisition charter to the Dutch Government, but the charter provided that she should be operated for the ultimate account of a private Dutch Curacao corporation. The PRATT sustained no damage; the MARSELLA's damages were put forward at \$1,100.

Under the Memorandum, the Netherlands Government will dispose of this case by satisfaction, litigation or arbitration outside of the United States and discharge any liability of the United States in the premises.

(5) **HYDRA-ELISSA**

Collision.

This is a collision which occurred in Dutch waters and John Mason made arrangements to hand it over to the Dutch Government for handling directly. We do not have any of the details other than the Netherlands Government advised that they have accepted the claim as an assumption claim under the agreement of May 28, 1947 and, under the Memorandum, will satisfy any net liability of the United States in the premises.

(6) **STEENS MOUNTAIN**

Salvage by L. Smit & Co. tug June 20, 1946.

The Government owned and operated STEENS MOUNTAIN was towed into port after breaking down in the North Sea. The salvage claims are awaiting arbitration in London.

Under the Memorandum the Netherlands Government will dispose of the claim by settlement or satisfaction of an arbitrator's award.

(7) **TIBERIUS-AMIENS**

Collision May 19, 1946.

The AMIENS was U. S. Government owned and operated, sustaining damage estimated at \$30,000. The TIBERIUS was owned by the Royal Netherlands Steamship Company and sustained damage put forward in the amount of \$175,000.

Cargo claims thought provable in the amount of approximately \$30,000 on behalf of non-Dutch nationals are involved and personal

effects claims of Dutch seamen put forward in the amount of £3000 have been granted.

Under the Memorandum the Netherlands Government will assume the net liability of the United States to the Royal Netherlands Steamship Co. after offsetting the claim of the United States for damage to the *AMIENS*, and the United States will deal with the cargo claims against it by the non-Dutch nationals, obtaining such contribution as it is able from the Dutch Steamship Company. Inasmuch as a both-to-blame collision clause is involved, the chances are that only the share of the cargo damage for which the United States is liable can be enforced. The collision is thought to be the result of mutual fault in navigation.

(8) **YAMHILL-JUSTINA**

Collision September 24, 1944.

The *YAMHILL* was owned and operated by the United States, sustaining slightly over \$92,000 physical damage and some detention claims which may bring the provables to approximately \$125,000.

The *JUSTINA* was owned and operated by M. V. Curacaoche Scheepvaart and was a total loss. Her value was claimed as \$650,000 but it is thought that, in the event of trial, and a reference, valuation could be held to approximately \$350,000-\$400,000 or lower.

Under the Memorandum the Dutch Government will dispose of the claim by making some net payment to discharge the net balance of liability of the United States in the premises.

The Netherlands Ambassador to the Secretary of State

NETHERLANDS EMBASSY
WASHINGTON, D.C.

FA/966

JUNE 8, 1950

SIR:

I have the honor to acknowledge receipt of your note of June 1, 1950 which reads as follows:

Ante, p. 638.

61 Stat., pt. 4, p. 3928.

"I have the honor to refer to conversations which have taken place between representatives of the United States Government and representatives of the Netherlands Government relating to the interpretation and implementation of Article 4 A (1) of the agreement of May 28, 1947 between the two Governments regarding the settlement for lend-lease, reciprocal aid, surplus property, military relief, and claims.

There is enclosed herewith a memorandum, the text of which was drawn up as a result of those conversations and which, according to information furnished the Department of State, was approved by the Netherlands Ministry of Traffic, Directorate-General of Shipping, on February 15, 1950, by the United States Maritime Commission on October 28, 1949, and by the Attorney General of the United States on November 7, 1949. The enclosed memorandum embodies the understanding of this Government with reference to the matters set forth therein. If it also embodies the understanding of the Netherlands Government, the United States Government will consider the present note and its enclosure, together with your Excellency's note in reply thereto indicating the concurrence of the Netherlands Government, as constituting an agreement between the two Governments, effective as of the date of your Excellency's note.

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

I have the honor to inform you that my Government concurs with the foregoing and that it considers this note and its enclosure, together with my reply thereto, as constituting an agreement between the two Governments, effective as of this date.

I avail myself of this opportunity, Sir, to renew the assurances of my highest consideration.

E. N. VAN KLEFFENS

The Honorable
DEAN ACHESON
Secretary of State

ISRAEL

COPYRIGHT

Agreement effected by exchange of notes signed at Washington May 4, 1950; entered into force May 4, 1950; operative retroactively May 15, 1948.

TIAS 2121
May 4, 1950

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D. C.

No. 4531/50

May 4, 1950

EXCELLENCY:

In accordance with instructions from my Government, I have the honor to invite your attention to Section 29 of the copyright law in force in Israel under which the benefits of the said law may be extended to the work of a proprietor who is not a citizen of Israel only when the foreign country of which such proprietor is a citizen or subject has made or undertaken to make such provisions as it appears to the Government of Israel expedient to require for the protection of works entitled to copyright under the copyright law in force in Israel.

Since Section 29 of the copyright law in force in Israel is similar to Section 9 of Title 17 of the United States Code, codified and enacted into positive law by the Act of Congress, approved July 30, 1947 (61 Stat. 652), it is the desire of my Government to conclude a reciprocal copyright arrangement with the Government of the United States of America whereby the benefits of the copyright laws of our respective countries are extended to the citizens of the other country.

Until May 15, 1948, the date on which Israel established its independence, satisfactory copyright relations existed between Palestine and the United States of America by virtue of (1) an Order in Council relating to Palestine issued by the British Government and effective on October 1, 1933; and (2) a proclamation issued on September 29, 1933, by the President of the United States, which went into effect on October 1, 1933. With a view to clarifying the benefits in Israel for authors and proprietors of the United States of America since May 15, 1948, my Government has instructed me to state its assurances that under the provisions of the Israeli law all literary and artistic works published in the United States are accorded the same treatment as works published in Israel, including mechanical reproductions of musical compositions, and that citizens of the United States are entitled to obtain copyright for their works in Israel on substantially the same

48 Stat. 1713.

basis as citizens of Israel, including rights similar to those provided by Section 1 (e) of the aforesaid Title 17.

The Government of Israel is prepared, if these assurances are acceptable to the Government of the United States of America, to regard the present note and your reply concurring therein as constituting an agreement between the two Governments on reciprocal copyright relations, which shall be considered effective on and after May 15, 1948.

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

E. ELATH

His Excellency

DEAN G. ACHESON

*Secretary of State
Washington, D. C.*

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON

May 4 1950

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, in which you refer to Section 29 of the copyright law in force in Israel, under which the benefits of the said law may be extended to the work of a proprietor who is not a citizen of Israel only when the foreign country of which such proprietor is a citizen or a subject has made or undertaken to make such provisions as it appears to the Israeli Government expedient to require for the protection of works entitled to copyright under the copyright law in force in Israel.

You express the desire of the Government of Israel, since Section 29 of the copyright law in force in Israel is similar to Section 9 of Title 17 of the United States Code, codified and enacted into positive law by the Act of Congress, approved July 30, 1947 (61 Stat. 652), to conclude a reciprocal copyright arrangement with the Government of the United States of America whereby the benefits of the copyright laws of our respective countries are extended to the citizens of the other country.

You state that until May 15, 1948, the date on which Israel established its independence, satisfactory copyright relations existed between Palestine and the United States of America by virtue of (1) an Order in Council relating to Palestine issued by the British Gov-

ernment and effective on October 1, 1933; and (2) a proclamation issued on September 29, 1933 by the President of the United States which went into effect on October 1, 1933. You add that with a view to clarifying the benefits in Israel for authors and proprietors of the United States of America since May 15, 1948, your Government has instructed you to state its assurances that under the provisions of the Israeli law all literary and artistic works published in the United States are accorded the same treatment as works published in Israel, including mechanical reproductions of musical compositions, and that citizens of the United States are entitled to obtain copyright for their works in Israel on substantially the same basis as citizens of Israel, including rights similar to those provided by Section 1 (e) of the aforesaid Title 17.

You further state that the Israeli Government is prepared, if these assurances should be accepted by the Government of the United States of America, to regard the note under acknowledgment and this Government's reply thereto as constituting an agreement between the two Governments, which shall take effect this day.

I have the honor to inform you that, with a view to giving effect to the commitment proposed in the note under acknowledgment, the President of the United States of America has issued today a proclamation, a copy of which is enclosed herewith, declaring and proclaiming, pursuant to the provisions of Section 9 of the said Title 17, on the basis of the assurances set forth in your note, that on and after May 15, 1948, the conditions specified in Sections 9 and 1 (e) of the said Title 17, but excepting the provisions embodied in the second paragraph of Section 9 (b) of that Title regarding the extension of time for fulfilling copyright conditions and formalities, existed and were fulfilled in respect of citizens of Israel and that citizens of Israel are and since May 15, 1948, have been entitled to all the benefits of the said Title 17 with the aforementioned exception. The proclamation imposes the conditions that (1) the enjoyment by any work of the rights and benefits conferred by the said Title 17 shall be conditional upon compliance with the requirements and formalities prescribed with respect to such works by the copyright law of the United States; and (2) the provisions of Section 1 (e) of the said Title 17, so far as they secure copyright controlling parts of instruments serving to reproduce mechanically the musical work, shall apply only to compositions published and copyrighted after July 1, 1909, and registered for copyright in the United States which have not been reproduced within the United States prior to May 15, 1948, on any contrivance by means of which the work may be mechanically performed.

Effective date.

The Government of the United States of America accordingly considers your Excellency's note and the present note as constituting an agreement between the Government of the United States of America and the Government of Israel, which shall be considered effective on and after May 15, 1948.

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

DEAN ACHESON

64 Stat., pt. 2, p. 4402.

Enclosure:
Copy of proclamation.

His Excellency
ELIAHU ELATH,
Ambassador of Israel.

INDONESIA

EXCHANGE OF PUBLICATIONS

Agreement effected by exchange of notes signed at Djakarta May 17 and June 7, 1950; entered into force June 7, 1950.

TIAS 2122
May 17 and
June 7, 1950

The American Ambassador to the Indonesian Acting Minister for Foreign Affairs

No. 51

AMERICAN EMBASSY,
Djakarta, May 17, 1950.

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between the representatives of the Government of the United States of America and representatives of the Government of the Republic of the United States of Indonesia in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of the Republic of the United States of Indonesia shall be the Ministry for Foreign Affairs.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Republic of the United States of Indonesia by the Ministry for Foreign Affairs.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in

connection with the transportation within its own country of the publication of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of the United States of Indonesia, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

H. MERLE COCHRAN
American Ambassador

His Excellency

Dr. MOHAMMAD HATTA,
Acting Minister for Foreign Affairs,
Republic of the United States of Indonesia,
Djakarta.

The Indonesian Minister for Foreign Affairs to the American Ambassador.

KEMENTERIAN LUAR NEGERI
REPUBLIK INDONESIA SERIKAT

rd.-

No. 2864/C. 1. A./Ia

DJAKARTA, 7 Djuni 1950.

JANG MULIA,

Dengan menundjuk kepada surat Jang Mulia, tertanggal 17 Mei 1950, No. 51, dan menjambung pembitjaraan2 antara wakil2 Pemerintah Republik Indonesia Serikat dengan wakil2 Pemerintah Amerika Serikat, mengenai pertukaran pengumuman2 resmi, maka dengan hormat kami memberitahukan kepada Jang Mulia, bahwa Pemerintah Republik Indonesia Serikat menjetudjui diadakannja pertukaran pengumuman2 resmi, antara kedua Pemerintah tersebut diatas, menurut ketentuan2 jang berikut:

1. Kedua Pemerintah harus selalu memberikan satu exemplaar dari tiap2 pengumumannj2 jang resmi, jang disebut dalam suatu daftar-pilihan, jang disusun oleh Pemerintah jang lain, dan men-

girimkannja melalui djalan2 diplomatik, sebagai akibat dari adanja perdjandjian ini. Daftar pengumuman2 jang disusun oleh masing2 Pemerintah setiap waktu dapat ditindjau kembali, diubah, dan dapat ditambah, dengan tidak perlu mengadakan permusujawaran2 tentang hal itu terlebih dahulu, termasuk pula pengiriman setiap pengumuman resmi Pemerintah jang lain, jang tidak disebut dalam daftar itu, atau pengumuman2 kantor2 baru jang kelak mungkin dibuka oleh Pemerintah jang lain.

2. Kantor pertukaran jang resmi untuk mengirim pengumuman2 Pemerintah Republik Indonesia Serikat ialah Kementerian Luar Negeri. Kantor pertukaran resmi untuk mengirim pengumuman2 Pemerintah Amerika Serikat ialah Smithsonian Institution.

3. Pengumuman2 itu akan diterima oleh Kementerian Luar Negeri atas nama Pemerintah Republik Indonesia Serikat dan oleh The Library of Congress atas nama Pemerintah Amerika Serikat.

4. Persetudjuhan ini tidak mengharuskan salah satu dari dua Pemerintah itu, untuk memberi formulier2 kosong, surat2 edaran jang tidak bersifat umum, atau pengumuman rahasia.

5. Kedua Pemerintah harus memikul semua beaja2, termasuk beaja2 pos, kereta api dan kapal, jang timbul karena adanja persetudjuhan ini, berhubung dengan pengangkutan pengumuman2 kedua Pemerintah dalam daerahnya sendiri dan pengiriman pengumuman2-nya sendiri kesuatu pelabuhan atau ketempat lain, jang untuk Kantor Pertukaran Pemerintah jang lain dapat dianggap tjukup baik letaknya.

6. Persetudjuhan ini tidak akan dianggap sebagai suatu perobahan dari sesuatu persetudjuhan pertukaran, jang ada antara satu kementerian atau tjabang dari Pemerintah jang satu, dengan kementerian atau tjabang dari Pemerintah jang lain.

Pemerintah Republik Indonesia Serikat menganggap bahwa surat Jang Mulia tertanggal 17 Mei 1950, No. 51, dan balasan ini, menechapkan adanja satu persetudjuhan antara kedua Pemerintah dalam hal ini, dan persetudjuhan ini mulai berlaku pada tanggal surat ini.

Terimalah, Jang Mulia, hormat kami,

MENTERI LUAR NEGERI
Untuk beliau,
Sekretaris Djenderal,
[SEAL] ICHSAN—
Ichsan

Kepada

Jang Mulia H. MERLE COCHRAN,
Duta Besar Amerika Serikat,
di Djakarta.—

Translation

MINISTRY OF FOREIGN AFFAIRS
Republic of the United States
of Indonesia
rd.-

No. 2864/C.I.A/Ia.

DJAKARTA, June 7, 1950.

EXCELLENCY:

Anote, p. 649.

I have the honor to refer to Your Excellency's letter of May 17, 1950, No. 51 and to the conversations which have taken place between the representatives of the Government of the Republic of the United States of Indonesia and representatives of the Government of the United States of America in regard to the exchange of official publications, and to inform Your Excellency that the Government of the Republic of the United States of Indonesia agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the Republic of the United States of Indonesia shall be the Ministry of Foreign Affairs. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institute.
3. The publications shall be received on behalf of the Republic of the United States of Indonesia by the Ministry for Foreign Affairs and on behalf of the United States of America by the Library of Congress.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

May 17, 1950
June 7, 1950

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

The Government of the Republic of the United States of Indonesia will consider that Your Excellency's note of May 17, 1950, No. 51 and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this reply.

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

THE MINISTER FOR FOREIGN AFFAIRS:

On his behalf:

The Secretary General:

[SEAL] ICHSAN-

Ichsan

To His Excellency H. MERLE COCHRAN,
Ambassador of the United States of America,
Djakarta.-

COSTA RICA

RECIPROCAL TRADE

TIAS 2124
Apr. 4, 1950

Agreement effected by exchange of notes signed at Washington April 4, 1950; entered into force April 4, 1950, operative retroactively April 1, 1950.

The Secretary of State to the Costa Rican Ambassador

DEPARTMENT OF STATE
WASHINGTON

April 4, 1950

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of the Governments of the United States of America and the Republic of Costa Rica with regard to the fact that the Government of Costa Rica has been impelled by its present foreign exchange position to enact a "Law for the Control of International Transactions" which, as promulgated on April 1, 1950, includes provisions for the imposition of multiple exchange surcharges. In the course of the conversations, reference was made to the respect of the Government of Costa Rica for its international obligations, resulting in a desire on its part to maintain the existing trade agreement with the United States of America which was signed at San José on November 28, 1936, and entered into force on August 2, 1937.

50 Stat. 11682.

In view of the fact that, as applied to imports from the United States of America of products listed in Schedule I of the trade agreement, the multiple exchange surcharges are in conflict with Article I of the trade agreement, the Government of Costa Rica has requested the Government of the United States of America to agree to a waiver of Article I during the emergency period for which the measure is intended to provide.

Recognizing the problem confronting the Government of Costa Rica, the Government of the United States of America agrees that, for a period of one year, beginning April 1, 1950, it will waive the provisions of Article I of the above-mentioned trade agreement in respect of the application of the multiple exchange surcharges in question to imports from the United States of America of articles included in Schedule I of the trade agreement.

The Government of the United States of America considers that its agreement to the waiver of Article I is a temporary expedient to permit

the maintenance of the trade agreement while the Government of Costa Rica seeks a solution of its financial difficulties which will not be in conflict with Article I.

The Government of the United States of America reserves the right to revoke the waiver of Article I upon 30 days' written notice to the Government of Costa Rica if the multiple exchange surcharges are used for purposes other than those referred to in the preceding paragraph.

If the Government of Costa Rica concurs in the foregoing, this note, and Your Excellency's reply thereto, will constitute an agreement between our two Governments, effective upon receipt of Your Excellency's note.

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

For the Secretary of State:

EDWARD G. MILLER, Jr.

His Excellency

Señor Don MARIO ECHANDI,
Ambassador of Costa Rica.

The Costa Rican Ambassador to the Secretary of State

EMBAJADA DE COSTA RICA
WASHINGTON

4 DE ABRIL de 1950.

EXCELENCIA:

Tengo el honor de acusar recibo de la nota del 4 de abril de 1950 en que Vuestra Excelencia hace referencia a las conversaciones efectuadas entre representantes de los Gobiernos de la República de Costa Rica y de los Estados Unidos de América con respecto al hecho de que el Gobierno de Costa Rica se ha visto obligado, por su situación actual de divisas, a dictar una "Ley para el Control de las Transacciones Internacionales" en la que figurán, según el texto promulgado el primero de abril de 1950, disposiciones para la imposición de recaudos cambiarios múltiples.

Me es grato comunicar a Vuestra Excelencia que el Gobierno de Costa Rica confirma que los términos del entendimiento a que ha llegado con el Gobierno de los Estados Unidos de América son aquéllos expresados en vuestra nota del 4 de abril de 1950, y que esa nota, junto con esta respuesta, constituyen un acuerdo entre los dos Gobiernos.

El Gobierno de Costa Rica tiene el firme convencimiento de que la aplicación de la nueva legislación cambiaria le permitirá llegar más pronto a una solución satisfactoria de sus dificultades financieras,

poder con mayor eficacia hacer frente a las fuerzas inflacionarias, tomar medidas para la eliminación oportuna de la presa en sus pagos internacionales, y reforzar sus reservas de divisas extrangeras.

Mi Gobierno ha visto con satisfacción la buena voluntad y la comprensión de sus problemas que han puesto de manifiesto los representantes del Gobierno de los Estados Unidos de América con quienes se han tratado estos problemas.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia los sentimientos de mi más alta consideración.

MARIO ECHANDI.
Mario Echandi.

Su Excelencia

DEAN ACHESON,
Secretario de Estado.

Translation

EMBASSY OF COSTA RICA
WASHINGTON

APRIL 4, 1950.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of April 4, 1950, in which you refer to conversations that have taken place between representatives of the Governments of the Republic of Costa Rica and the United States of America with regard to the fact that the Government of Costa Rica has been impelled by its present foreign exchange position to enact a "Law for the Control of International Transactions" which, as promulgated on April 1, 1950, includes provisions for the imposition of multiple exchange surcharges.

I take pleasure in informing Your Excellency that the Government of Costa Rica confirms the fact that the terms of the understanding which it has reached with the Government of the United States of America are those set forth in your note of April 4, 1950, and that the said note and this reply constitute an agreement between the two Governments.

The Government of Costa Rica is firmly convinced that the application of the new exchange law will enable it to arrive more quickly at a satisfactory solution of its financial difficulties, to combat inflationary forces more effectively, to take measures for the timely removal of the barrier in its international payments, and to strengthen its foreign exchange reserves.

My Government has viewed with pleasure the good will and understanding of its problems shown by the representatives of the Government of the United States of America with whom these problems have been discussed.

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

MARIO ECHANDI.

His Excellency

DEAN ACHESON,

Secretary of State.

CUBA

COOPERATIVE WEATHER STATIONS

TIAS 2125
June 30, 1950

Agreement further amending and extending the agreement of July 17 and August 2, 1944. Effectuated by exchange of notes signed at Habana June 30, 1950; entered into force July 1, 1950.

The American Chargé d'Affaires ad interim to the Cuban Minister of State

EMBASSY OF THE UNITED STATES
OF AMERICA

6

June 30, 1950

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and the Republic of Cuba providing for a cooperative meteorological program in Cuba, effected by exchange of notes signed at Habana August 21, 1947 and January 27, 1948.

Stat., pt. 3, p. 3134.

Considering the mutual benefits derived from the cooperative meteorological program, my Government has the honor to propose its continuation beyond the present termination date of June 30, 1950, in accordance with the following principles and procedures:

1. *Cooperating Agencies* – The cooperating agencies shall be (a) for the Government of the United States of America, the Weather Bureau, Department of Commerce, and (b) for the Government of Cuba, the Cuban Meteorological Service.

2. *General Purposes* – The general purposes of the present agreement shall be as follows:

(a) To cooperate in the continued operation of the rawinsonde and pilot balloon observation station at Habana, and the radiosonde and pilot balloon observation station at Camagüey.

(b) To provide for the daily exchange of upper-air observation reports between the United States Weather Bureau and the Cuban Meteorological Service for the use of each country to meet the needs of aviation, and to render it possible for the Government of the United States of America and the Government of Cuba to assist in the development of an exchange of weather information, forecasts, and hurricane advisories.

3. *Specific Undertakings on the Part of the Government of the United States of America* – The Government of the United States of America, through the United States Weather Bureau, agrees to:

- (a) Provide the necessary radiosonde, rawinsonde, and pilot balloon equipment and supplies, including radiosondes, balloons, parachutes, helium, and forms for maintaining and operating the stations indicated in paragraph 2 (a).
- (b) Assume responsibility for, and pay the cost of, installing and servicing the meteorological equipment at the stations indicated in paragraph 2 (a), and of instructing Cuban station personnel in observation techniques.
- (c) Detail a Weather Bureau electronics technician and an observer specialist to the Cuban stations as necessary to assist the Cuban Meteorological Service in carrying out the cooperative observation program.
- (d) Pay one-half the annual cost of the leased teletype line between Miami, Florida, and Habana, Cuba.

4. *Specific Undertakings on the Part of the Government of Cuba—* The Government of Cuba, through the Cuban Meteorological Service, agrees to:

- (a) Provide the necessary personnel, office quarters, and facilities, including heat, light, and electric power, for maintaining and operating meteorological stations at the locations indicated in paragraph 2 (a).
- (b) Provide the necessary meteorological equipment and supplies for the stations indicated in paragraph 2 (a), except for such equipment and supplies as shall, in accordance with the present arrangement, be provided by the United States Weather Bureau.
- (c) Provide for taking observations at the following stations daily, including Sundays and holidays, in accordance with standard practice and procedure:
 - (1) Rawinsonde and Pilot Balloon Observation Station at Habana—Two rawinsonde observations daily at twelve-hour intervals. Two pilot balloon observations daily at twelve-hour intervals.
 - (2) Radiosonde and Pilot Balloon Observation Station at Camagüey—One radiosonde observation daily. Two pilot balloon observations daily at twelve-hour intervals.
- (d) Transmit the observation reports promptly by teletype to a point in the United States of America, mutually agreed upon by the two cooperating agencies, where they will be placed on the meteorological teletype systems of the Government of the United States of America.
- (e) Pay one-half of the annual cost of the leased teletype line between Habana, Cuba, and Miami, Florida.

(f) Provide the United States Weather Bureau with copies of the radiosonde and upper wind records on standard United States Weather Bureau forms, which are to be used for these observations; and make available to that agency the radiosonde recorder records for reference purposes.

(g) Arrange for duty free entry into Cuba of all meteorological equipment and supplies shipped from the United States for use in this cooperative program.

5. *Title to Property* — Title to all property purchased with funds supplied by the Government of the United States of America shall remain vested in that Government, and title to all property purchased with funds supplied by the Government of Cuba shall remain vested in that Government.

6. *Expenditures* — All expenditures incurred by the United States Weather Bureau shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Cuban Meteorological Service shall be paid directly by the Government of Cuba.

7. *Term* — The present agreement shall remain in effect through June 30, 1953 and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance, provided, however, that participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

Upon receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of Cuba, the Government of the United States of America will consider that this note and your reply constitute an agreement between our two Governments, which shall be considered effective beginning July 1, 1950.

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

HAROLD S. TEWELL,
Chargé d'Affaires ad interim.

His Excellency

Doctor ERNESTO DIHIGO,
Minister of State,
Habana.

Effective date.

*The Cuban Minister of State to the American Chargé d'Affaires
ad interim*

REPUBLICA DE CUBA
MINISTERIO DE ESTADO

Núm. C-1.325.

LA HABANA, 30 de junio de 1950.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de acusar recibo de la atenta nota número 6 de esa Embajada, de fecha de hoy, referente al Acuerdo entre la República de Cuba y los Estados Unidos de América para un programa metereológico cooperativo en Cuba, efectuado por intercambio de notas firmadas en La Habana el 17 de julio y 2 de agosto de 1944, el que fué modificado y prorrogado por cambio de notas firmadas en La Habana el día 21 de agosto de 1947 y 27 de enero de 1948.

Considerando los beneficios mutuos derivados del programa metereológico cooperativo y oído el parecer del Ministerio de Defensa, el Gobierno de Cuba se honra en aceptar la proposición formulada por vuestro Gobierno para que continúe el Acuerdo más allá de la fecha de hoy, que es el día de su terminación, de conformidad con los siguientes principios y procedimientos:

1. *Agencias Cooperantes:* Las Agencias cooperantes serán (a) por el Gobierno de los Estados Unidos de América, el "Weather Bureau" del Departamento de Comercio y (b) por el Gobierno de Cuba, el Servicio Metereológico Cubano.
2. *Objetivos Generales:* Los objetivos generales del presente acuerdo serán como sigue:

- (a) Cooperar en la operación continuada de la estación de observación de globo piloto y "rawinsonde" en La Habana y la estación de observación de globo piloto y radiosonda en Camaguey.
- (b) Proveer al intercambio diario de informes de observación del aire superior, entre el Weather Bureau de los Estados Unidos y el Servicio Metereológico Cubano, para el uso de cada país para hacer frente a las necesidades de la aviación y para hacer posible al Gobierno de los Estados Unidos de América y al Gobierno de Cuba ayudar al desarrollo del intercambio de información y predicciones metereológicas y avisos de huracanes.

3. — *Compromisos Específicos por parte del Gobierno de los Estados Unidos de América:* El Gobierno de los Estados Unidos de América, por conducto del Weather Bureau de los Estados Unidos, conviene en:

- (a) Proveer equipos y suministros de radiosonda, rawinsonde, y globos pilotos, paracaídas, helio y modelos para el mantenimiento y funcionamiento de las estaciones indicadas en el párrafo 2 (a).

- (b) Asumir la responsabilidad y pagar el costo de instalar y servir el equipo metereológico en las estaciones indicadas en el párrafo 2 (a), y la instrucción del personal de la estación cubana en la técnica de observación.
- (c) Destacar a un técnico electrónico del Weather Bureau y un observador especialista para las estaciones cubanas, como sea necesario para ayudar al Servicio Metereológico Cubano a llevar a cabo el programa de observación cooperativa.
- (d) Pagar la mitad del costo anual de la línea de teletipo arrendada entre Miami, Florida y La Habana, Cuba.

4. – *Compromisos Específicos por parte del Gobierno de Cuba:* El Gobierno de Cuba, por conducto del Servicio Metereológico Cubano, conviene en:

- (a) Proveer el personal, locales de Oficina y facilidades necesarias, incluyendo calefacción, luz y energía eléctrica, para el mantenimiento y funcionamiento de estaciones metereológicas en los lugares indicados en el párrafo 2 (a).
- (b) Proveer el equipo y suministros metereológicos necesarios para las estaciones indicadas en el párrafo 2. (a), con excepción de aquellos equipos y suministros que, de conformidad con el presente arreglo, sean provistos por el Weather Bureau de los Estados Unidos.
- (c) Proveer para que se hagan observaciones diarias en las siguientes estaciones, incluyendo domingos y días festivos, de conformidad con las prácticas y procedimientos standard:
 - (1) Estación de observación de Globo Piloto y Rawinsonde en La Habana.
 - Dos observaciones de rawinsonde diarias a intervalos de doce horas.
 - Dos observaciones de globo pilotos diarias a intervalos de doce horas.
 - (2) Una estación de observación de globo piloto y radiosonda en Camaguey.
 - Una observación de radiosonda diaria.
 - Dos observaciones de globo pilotos diarias a intervalos de doce horas.
- (d) Transmitir prontamente los informes de observaciones, por teletipo, a un punto en los Estados Unidos de América, convenido mutuamente por las dos agencias cooperantes, donde serán puestos en el sistema teletípico metereológico del Gobierno de los Estados Unidos de América.
- (e) Pagar la mitad del costo anual de la línea de teletipo arrendada, entre La Habana, Cuba, y Miami, Florida.

(f) Proveer al Weather Bureau de los Estados Unidos copias de los informes de radiosonda y aire superior en modelos standard del Weather Bureau de los Estados Unidos, que habrán de ser usados para estas observaciones, y hacer disponibles a esa agencia los datos del registrador de radiosonda, para fines de referencia.

(g) Arreglar para la entrada en Cuba, libre de derechos, de todo el equipo y suministro metereológico embarcados en los Estados Unidos para su uso en este programa cooperativo.

5. *Título a la Propiedad:* Del título a toda la propiedad comprada con fondos suministrados por el Gobierno de los Estados Unidos de América, quedará investido ese Gobierno, y del título a toda la propiedad comprada con fondos suministrados por el Gobierno de Cuba, quedará investido ese Gobierno.

6. *Gastos:* Todos los gastos en que se incurra por el Weather Bureau de los Estados Unidos serán pagados directamente por el Gobierno de los Estados Unidos de América, y todos los gastos incidentales de las obligaciones asumidas por el Servicio Metereológico Cubano, serán pagados directamente por el Gobierno de Cuba.

7. *Término:* El presente acuerdo permanecerá en vigor hasta el 30 de junio de 1953, inclusive, y podrá continuar en vigor por períodos adicionales por acuerdo escrito a ese efecto por ambos Gobiernos, pero uno u otro Gobierno podrá dar por terminado el presente acuerdo, previo aviso por escrito, al otro Gobierno, con sesenta días de anticipación; disponiéndose, sin embargo, que la participación por parte de uno u otro Gobierno en el proyecto contemplado por el presente acuerdo, estará sujeto a la disponibilidad de créditos concedidos por los Cuerpos Legislativos de los respectivos Gobiernos".

Con este acuse de recibo aceptando el Gobierno de Cuba los principios y procedimientos que anteceden, se considerará que esta nota y la de Vuestra Señoría, constituyen un acuerdo entre nuestros dos Gobiernos, que habrá de ser considerado vigente empezando el primero de julio de mil novecientos cincuenta.

Aprovecho la oportunidad para reiterar a Vuestra Señoría el testimonio de mi distinguida consideración.

ERNESTO DIHIGO

A Su Señoría HAROLD S. TEWELL,
Encargado de Negocios de los
Estados Unidos de América,
La Habana.

Translation

REPUBLIC OF CUBA
MINISTRY OF STATE

No. C-1.325.

HABANA, June 30, 1950.

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your Embassy's note no. 6, dated today, with reference to the Agreement between the Republic of Cuba and the United States of America for a cooperative meteorological program in Cuba, concluded by an exchange of notes signed at Habana on July 17 and August 2, 1944, which was amended and extended by an exchange of notes signed at Habana on August 21, 1947 and January 27, 1948.

61 Stat., pt. 4, p. 4084.

62 Stat., pt. 3, p. 3134.

In view of the mutual benefits derived from the cooperative meteorological program, and having heard the opinion of the Ministry of Defense, the Government of Cuba is honored to accept the proposal made by your Government for continuation of the Agreement beyond today's date, which is the date of its termination, in accordance with the following principles and procedures:

[For the English language text of these principles and procedures, see *ante*, p. 658.]

With this acknowledgment of receipt, by which the Government of Cuba accepts the foregoing principles and procedures, it shall be considered that this note and your note constitute an agreement between our two Governments, to be regarded as coming into effect on the first day of July, 1950.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

ERNESTO DIHIGO

Mr. HAROLD S. TEWELL,

Chargé d'Affaires of the United States of America,

Habana.

NETHERLANDS

ECONOMIC COOPERATION

*Agreement amending the agreement of July 2, 1948. Effectuated by exchange
of notes signed at The Hague January 16 and February 2, 1950; entered
into force February 2, 1950.*

TIAS 2126
Jan. 16 and
Feb. 2, 1950

*The American Ambassador to the Netherland Minister for
Foreign Affairs*

AMERICAN EMBASSY
THE HAGUE
January 16, 1950

No. 129

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 Netherlands, signed at The Hague, on July 2, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress, amending the Economic Cooperation Act of 1948. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of the Netherlands has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.
2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.
3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any guilders or credits in guilders assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such guilders or credits in guilders. It is understood that the provision of Article X of the Economic Cooperation Agreement shall also apply to cases wherein the Government of the United States actually has been subrogated to any right, title, claim or cause of action of the type mentioned in this paragraph.

62 Stat., pt. 2,
pp. 2477, 2508.
63 Stat. 50; 62 Stat.
137.
22 U. S. C. § 1801
et seq.

4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

62 Stat. 1054.

5. It is understood that the time of notification to which reference is made in Article IV, paragraph 2 (B) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of the Netherlands of the indicated dollar costs of commodities, services, and technical information shall, in the case of each notification covering a disbursement period after September 30, 1949, be deemed to be the date of the last day of the disbursement period covered by the notification.

Accept, Excellency, the assurances of my highest consideration.

SELDEN CHAPIN
American Ambassador

His Excellency

Dr. D. U. STIKKER,
*Royal Netherland Minister
for Foreign Affairs,
The Hague.*

The Netherland Minister for Foreign Affairs to the American Ambassador

CJ

MINISTRY
OF FOREIGN AFFAIRS

Nr. DWH/NA 6328

THE HAGUE, 2nd February 1950

SIR,

I have the honour to acknowledge receipt of Your Excellency's Note No. 129 of January 16, 1950, referring to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the Netherlands and the United States of America, signed at The Hague, on July 2, 1948, to the Interpretative Notes annexed to that Agreement, and to the enactment into law of Public Law 47, 81st Congress amending the Economic Cooperation Act of 1948. I have noted that Your Excellency has confirmed the understandings reached as a result of these conversations, as follows:

"1. The Government of the Netherlands has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any guilders or credits in guilders assigned or transferred to it pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such guilders or credits in guilders. It is understood that the provision of Article X of the Economic Cooperation Agreement shall also apply to cases wherein the Government of the United States actually has been subrogated to any right, title, claim or cause of action of the type mentioned in this paragraph.

4. The provisions of Article IV, paragraph 4, of the Economic Cooperation Agreement shall be applied to all deposits made pursuant to that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.

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I have the honour to inform Your Excellency that the Government of the Netherlands agrees to the terms of the above Note.

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

STIKKER

His Excellency

Mr. SELDEN CHAPIN,

*Ambassador extraordinary and
plenipotentiary of America.*

BURMA

ECONOMIC COOPERATION

TIAS 2128
Sept. 13, 1950

Agreement signed at Rangoon September 13, 1950; entered into force October 10, 1950. And exchange of notes signed at Rangoon September 13, 1950.

ECONOMIC COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF BURMA

Principles of Agreement.

The Government of the United States of America and the Government of the Union of Burma:

Recognizing that individual liberty, free institutions, and independence depend largely upon sound economic conditions and stable international economic relationships;

Considering that the Congress of the United States of America has enacted legislation enabling the United States to furnish assistance to the Government of the Union of Burma in order that the Government of the Union of Burma through its own individual efforts and through concerted effort with other countries and with the United Nations may achieve such objectives;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America, the receipt of such assistance by the Government of the Union of Burma and the measures which the two governments will take individually and together in furtherance of the above objectives;

Have agreed as follows:

ARTICLE I

Assistance and cooperation.

The Government of the United States of America will, subject to the terms and conditions prescribed by law and to arrangements provided for in this Agreement, furnish the Government of the Union of Burma such economic and technical assistance as may be requested by it and agreed to by the Government of the United States of America. The Government of the Union of Burma will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms. Commodities or services furnished hereunder may be distributed within the Union of Burma on terms and conditions mutually agreed upon between the Governments.

ARTICLE II

In order to assure maximum benefits to the people of the Union of Burma from the assistance to be furnished hereunder by the Government of the United States of America, the Government of the Union of Burma will use its best endeavors:

- (a) To assure efficient and practical use of all resources available and to assure that the commodities and services obtained under this Agreement are used for purposes consistent therewith.
- (b) To promote the economic development of the Union of Burma on a sound basis and to achieve such objectives as may be agreed upon by the two governments.
- (c) To assure the stability of its currency and the validity of its rate of exchange, and generally to assure confidence in its internal financial stability.
- (d) To cooperate with other countries to reduce barriers to international trade, and to take appropriate measures singly and in cooperation with other countries to eliminate public or private restrictive practices hindering domestic or international trade.

ARTICLE III

The Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or operations thereunder. The Government of the Union of Burma will provide such information as may be necessary to carry out the provisions of this Agreement including a quarterly statement on the use of commodities, funds, and services 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.

Consultation.

Information; quarterly statement.

ARTICLE IV

The Government of the Union of Burma agrees to receive a special technical and economic mission which will discharge the responsibilities of the Government of the United States of America under this Agreement and upon appropriate notification of the Government of the United States of America will consider this special mission and its personnel as part of the diplomatic mission of the United States of America in the Union of Burma for the purpose of enjoying the privileges and immunities accorded to that mission and its personnel of comparable rank. The Government of the Union of Burma will further give full cooperation to the special mission including the

Special mission.

provision of facilities necessary for observation and survey of the carrying out of this Agreement including the use of assistance furnished under it.

ARTICLE V

Effective date.

1. This Agreement shall take effect upon notification by the Government of the Union of Burma to the Government of the United States of America that all necessary legal requirements in connection with the conclusion of this Agreement by the Government of the Union of Burma have been fulfilled.^[1]

Continuance in force.

This Agreement shall continue in force until three months after the receipt by either party of written notice of the intention of the other party to terminate it.

Amendment.

2. This Agreement may be amended at any time by agreement between the two governments.
3. The annex to this Agreement forms an integral part thereof.
4. This Agreement shall be registered with the Secretary General of the United Nations.

IN WITNESS WHEREOF, the undersigned, duly authorized for the purpose, have affixed their respective signatures to the agreement.

Governing text.

Done at Rangoon this 13th day of September, 1950, in duplicate in the English and Burmese languages, both texts to be authentic, except that in the case of divergencies, the English text shall govern.

For the Government of the United States of America:

DAVID MCK. KEY

For the Government of the Union of Burma:

S. H. HKIO.

¹Oct. 10, 1950.

ANNEX

Section I.

1. The provisions of this section shall apply only with respect to assistance furnished on a grant basis.
2. Recognizing that the success of the assistance program will depend upon expenditures of local currency in addition to aid rendered by the Government of the United States of America, the Government of the Union of Burma will establish a special account in the Union Bank of Burma, in the name of the Government of the Union of Burma, (hereinafter called the Special Account), and will make deposits in local currency to this account as follows:

Special Account.

- (a) The local currency accruing to the Government of the Union of Burma from the sale of commodities or services supplied under this Agreement, or otherwise accruing to the Government of the Union of Burma as a result of the import of such commodities or services, shall be deposited upon receipt of such local currency.
- (b) If the amount deposited under subparagraph (a) does not equal an amount of local currency commensurate with the dollar value indicated in the notifications of the commodities and services made available under this Agreement and in the opinion of the Government of the United States of America appears insufficient for local currency expenditures incident to the assistance program, the Government of the Union of Burma shall, when requested by the Government of the United States of America, deposit additional amounts of local currency, provided that the total deposits shall not exceed such commensurate value. The rate of exchange to be used for the purpose of computing the commensurate value shall be the par value for the Rupee agreed at such time with the International Monetary Fund, provided that this agreed par value is the single rate applicable to the purchase of dollars for imports into Burma. If no such par value has been agreed, the rate shall be the highest rate of exchange of the dollar in terms of Rupees which is lawfully available, at the time of each request for deposit under this subparagraph, in Burma to any legal personality and which is then applicable to imports into Burma. The Government of the Union of Burma may at any time make advance deposits in the Special Account which shall be applied against subsequent requests for deposits pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Government of the Union of Burma of its local currency requirements for administrative expenditures incident to the furnishing of assistance under this Agreement and for expenditures incident to the furnishing of technical assistance, and the Government of the Union of Burma will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.
4. The Government of the Union of Burma may draw upon any remaining balance in the Special Account for such purposes beneficial to the Union of Burma and connected with the purposes of this Agreement as may be agreed to from time to time by the Government of the Union of Burma in consultation with the Government of the United States of America.

Section II.

The Government of the Union of Burma will cooperate by facilitating acquisition by the United States of America on reasonable commercial terms, no less favorable than those provided to nationals of other countries, of materials in which the United States of America is actually or potentially deficient, giving due regard to the reasonable requirements of the Union of Burma for the domestic use and commercial export of such materials.

Section III.

Publicity.

The Government of the Union of Burma will permit and give full publicity to the objectives and progress of the program under this Agreement and will make public each quarter full statements of operations hereunder including information as to the use of funds, commodities, and services received.

အ ၆၇ ရိုက် နီပြည် ထောင်စုရွှေစိုး၊ ရုံးတို့ပြည် ထောင်စုမြို့နယ် ပေါ်
နိုင်ငံအစိုး ရက်ကျော် ।

ବୁଦ୍ଧିଗୀଳଙ୍କରିଲ ର୍ତ୍ତା । ଯୁଦ୍ଧର ର ସାହେଜରେ ମୁହାଁ ଓ ତଣ୍ଡିନ୍
କିମିଟିଲେଖରିଲ ର ଏଇ ଲୋକଙ୍କରେ । ତେବେବେଳେ ଏହାରେ ପୁଣି ଏଇ
ଅନ୍ତରେ ଏକ ମୁହାଁ ଓ ତଣ୍ଡିନ୍ କିମିଟିଲେଖରିଲ ର କୁଣିଃ ଶତବ୍ଦୀରେ ତଣ୍ଡିନ୍ପ୍ରିୟ ସାହେଜରେ
ପୁଣି ଏଇ ଲୋକଙ୍କରେ ମୁହାଁର ପରିମାଣ ମୁହାଁର ପରିମାଣ କୁଣିଃ ॥

ပြည် ထောင်စုမြန်မာရိုက်စံအတိုး၊ ရသည်၊ ဒီဇိုင်းတိုင်း၊
ပဲမီး အား ထုတ်ဖူးများ ဖြစ်လိုပါသော အခြေခံ ဒီဇိုင်းများ မှစ၍
ကျွန်ုတ် အော်လသ မရန် ဒုတိသိမ္မာ ပြည် အား ထုတ်ဖူးများ ဖြစ်လိုပါသော အခြေခံ ဒီဇိုင်းများ ရွက်လိုပါသော အတိုး၊ ထ အမြဲ့အမြဲ့ အောင်မြောင်း စွဲ အောင်မြောင်း အတိုး၊ အ မေရီက နီမြောင်း ထောင်စု၊ ပြည် ထောင်စုမြန်မာရိုက်စံအတိုး၊ ရသည်၊ ဒီဇိုင်းတိုင်း၊
ပဲမီး အား ထုတ်ဖူးများ အကျိုးဆိုပါသော အခြေခံ ဒီဇိုင်းများ မှစ၍
ကျွန်ုတ် အော်လသ မရန် ဒုတိသိမ္မာ ပြည် အား ထုတ်ဖူးများ ဖြစ်လိုပါသော အခြေခံ ဒီဇိုင်းများ ရွက်လိုပါသော အတိုး၊ ထ အမြဲ့အမြဲ့ အောင်မြောင်း စွဲ အောင်မြောင်း အတိုး၊ အ မေရီက နီမြောင်း စွဲ အောင်မြောင်း အတိုး၊ ရသည်၊ ဒီဇိုင်းတိုင်း၊
ပဲမီး အား ထုတ်ဖူးများ အကျိုးဆိုပါသော အခြေခံ ဒီဇိုင်းများ မှစ၍

ထို့အား ပြောင်း မျှား ပြောင်း၊ အောက်ပါအတိုင်း သ ဘော တူစာ ရှုရှု ပျော်ဆိုပါဖြစ်၏။

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အ ၁၇ ပိုက နိပြည် ထောင်ရှုံးရုံး၊ ရက်သွေးသောက္ခတ် အ ၂၁
အ ၃၀ ပေး အ ၄၁ မည်အကျိုးဖြိုက်။ ပြည် ထောင်ရှုံးနိုင်မာနိုင်ငံသူ
နိုင်ငံသား ပို့ဆ များ လုံး အကျိုး လျှော့ ဇူး ခံစား နိုင်စိမ်းသော
ဖြုံး၊ ပြည် ထောင်ရှုံးနိုင်မာနိုင်ငံအ ရှိုးရက်၊ အောက် ပါအတိုင်း
ထောင်ရွက်ရန်၊ ဒီမိုဘ်မီးအ ၁၁၁၅ မှုံး ၁၁၁၆ အ ၁၁၁၇ မှုံး

၈။ မြန်မာစာတော်လှန်ရေး ပို့ဆောင်ရေး ဝန်ကြီးခွဲ့
၉။ မြန်မာစာတော်လှန်ရေး ပို့ဆောင်ရေး ဝန်ကြီးခွဲ့
၁၀။ မြန်မာစာတော်လှန်ရေး ပို့ဆောင်ရေး ဝန်ကြီးခွဲ့

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အနိဒါန ၄။

ଅଧିକ ଗ୍ରନ୍ଥ

၂။ ၁၇၁၃ ခုနှစ်၊ မြန်မာနိုင်ငံ၏ ပြည့်သွေရေး ဝန်ကြီးချုပ်၏ အတွက် မြန်မာနိုင်ငံ၏ ပြည့်သွေရေး ဝန်ကြီးချုပ်၏ အတွက်

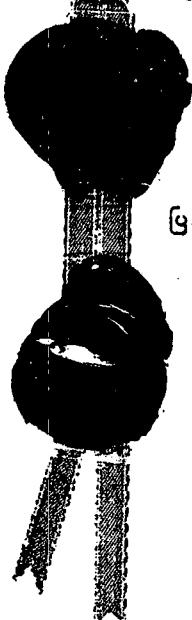
ဗုဒ္ဓဘာသာရှင်များ၏ မြတ်သည့်အခါမထိပြင်ဆင်စံနှင့်ပေါ်သည်။
 ၃။ " ဦးသေ ဘတ္တစာ ရွှေပြဲ၏ နောက်ဆက်စွဲသည်၊ ငါင်း
 ၀၁ ရွှေပြဲပြည့်စုံ စေ ရန်လိုအပ် သေ ဘတ္တစာ ပိုင်း
 ဖြေစာသည်။
 ၄။ " ဦးသေ ဘတ္တစာ ရွှေပြဲ၏ ကန်ဘက်လသ မရှုအတွင်း
 ရေး ဖူး ရွှေပြဲထံတွင် ဖွံ့ဖြိုးပို့တင်ရမည်။
 ဤကိစ္စအတွက် နည်းလမ်း တက္ကသ ဘက် ရွှေအပ်ခံ ရသည့် အေ ဘက်
 စွဲငြက်မှတ် ရေး ဖိုး သူ ပုဂ္ဂိုလ်တို့က၊ ဦးသေ ဘတ္တစာ ရွှေပြဲပါး ရွှေ
 များ လိုသ ဘတ္တလို ကြောင်း ဖြောင်း ဖြောင်း၊ အသီး သီး လက်မှတ် ရေး ဖိုး
 ပြုပါသည်။
 ဦးသေ ဘတ္တစာ ရွှေပြဲ၏ အ ဂိဏ်ဝါဘာ သာ သဖြင့် စောင်း၊
 မြန်မာဘာသာ သဖြင့် စောင်း ရေး သား ရှိ၊ ၁၉၅၁ ပြည့်စုံစွဲ၊
 စက် တင် ဘာ ၈၁ ၁၃ ရက် နေ့တွင်၊ ရန်ကုန်မြို့
 မြို့ရွှေပြဲပြုပါသည်။ ငါင်း စာရွှေပြဲနှင့် စောင်းလုံး ဖြားကြေား
 ၀၂ ယောက်စာရွှေများ ဖြောင်းရမည်။ သို့ သေ သိသည်း လွှဲပွဲ ရွှေများ
 ရှိခဲ့သေ ၇၁၊ အ ဂိဏ်ဝါဘာ သာ သဖြင့် ရေး သား ထား သည့်စာရွှေများ
 အတည်မှတ်ယူရမည်။

၁၉၅၁ ခုနှစ် ဇန်နဝါရီ ရအတွက်၊

Baroness. Kay

ပြည် အောင်ရှိမြန်မာဘာ နိုင်ငံအဖိုး ရအတွက်၊

(Signature)



୬୯ କର୍ଣ୍ଣପାତ୍ର ॥

၁၀၂

၁။ ॥ ပြော တိုင်း ပါပြီး သန် ချက် များ သည် ။ အ ထောက်အပ်
သ ဘောဖြို့ဝေး အ ပဲ ဆူ ဘဏ္ဍာဏလျှို့စွဲ သုတေသနကို စေ ရမည်။

၂။ ॥ ဘဏ္ဍာဏလျှို့ ဝေး ၈၇။ ဒီ ပဲကို နဲ့ အောင်ပြု ပျောညွှဲ၊
အ မေ ရိုက နို့ပြည် ထောင် စုရုံး ရက ဝေး သည်။ ဘဏ္ဍာဏလျှို့အပြင်၊ ဒိုင်း
တွင်း သုံး စွဲသည့် ကြေး ငွေဖြို့ဝေး ငွေဖြို့ဝေး ငွေဖြို့ဝေး ငွေဖြို့ဝေး ငွေဖြို့
သည်ဟု ပြုသော ဖြို့ဝေး၊ ပြည် ထောင် စုရုံး နဲ့ ဒိုင်းတွင်း ရသည်။ ပြည်
ထောင် စုရုံး နဲ့ ဒိုင်းတွင်း ရသည်။ မီမံ့နဲ့ မည်ဖြူ၏ ပြုချို့ နောင်
အတိုက် ငြာတူး ငွေစ ၁၄၄၃း ၁၆၀၁။ အတူး ငွေစ ၁၄၄၃း ၁၄၀၈း ၁၄၀၈း
၅၇။ ဒိုင်းတွင်း သုံး စွဲသည့် ကြေး ငွေဖြို့ဝေး ၅၇၁၄။ ၅၇၁၄ ငွေစ ၁၄၀၈း
၅၇၁၄။ ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း ၁၄၀၈း

၆၆ ရိုက နြပ်ည် ထောင်ရှာစွဲ ရကာတ ၄
 မြေပို့သော ဂျီနှီးနှီး ပြည် ထောင်ရှုမြေနဲ့
 မာ နိုင်ငံအနွဲ ရသည်၊ အ ၆၆ ရိုက နြပ်ည်
 .ထောင်ရှာစွဲ ရကာတ တောင်း လို သောအ
 ပါ နိုင်ငံတွင်း သုံး စွဲသည့် ကြေား ငွေများ
 ကို ငါ ဘက်ထ ပေး သွေး ထား ရမည်။
 သို့ သော သိန္တုံး ရရှိ ပေါင်း ပေး သွေး
 ထား သည့် ငွေများ သည်၊ အသိပို့ပို့မှု သော
 တန်ဗိုး ထက်မှ ပို့ ဝေရ။ ဤမှု သောတန်ဗိုး
 လိုအွက် ရွက်ရ နိုင်ခွဲအလိုအိုး ပြုရ မည့် ငွေ
 ကြေား လျှော် ရေး ဖူနဲ့ သည်၊ ကန္တ သူ ငွေ
 ရေး ကြေား ရေး နိုင်ရ ဘုရား ငွေနှင့် ငွေနှင့်
 အ ခါကသ သောတွေ ပူသည့် ငွေတကျ ပိုအတွက်
 သတ်မှတ်ထ သား သောတန်ဗိုး ရင်း အတိုင်း
 ဖြစ် ဝေရမည်။ သို့ သော သိန္တုံး ဤသ သော
 ဘုရား တန်ဗိုး ရင်း သည်၊ ပြန်မာ နိုင်ငံ
 အတွင်း သို့မျှ ငိုးလာ သော တရာ့နှင့် ပစ္စည်း
 များ အတွက် အော်လာ သူများ ဝယ်ယူပြုင်း။
 ဒ္ဓိနောက်သို့ ဝေ နိုင်သည့်တ ရွတ်ည်း သော
 ဖူနဲ့ ဖြစ် ဝေရမည်။ ယင်း သို့ သောတန်ဗိုး
 ရှိုး ရင်း ဘုရား သောတွေသတ်မှတ်ပြီး မတော်
 ပျော်။ ငွေကြေား လျှော် ရေး ဖူနဲ့ သည်၊
 အော်လာကို ဖူနဲ့ မာ ငွေနှင့် လျှော်ရာတွေ၏
 အမြှင့်ဆုံး ဖူနဲ့ ဖြစ်ရမည်။ ငံး အမြှင့်
 ဆုံး ဖူနဲ့ မှ သလည်း၊ ဤအတို့ နှံသရ ငွေ
 ပေး သွေး ရ နဲ့ တောင်း သို့ သောအ ပါ
 တိုင်း စွဲ င်း တရာ့သား သဖြင့် သော ဘင်္ဂလာသူ
 တိုး ပြီး ကမြှန်မှ ဘုရား ငိုင်ငံအတွင်း တရာ့သား
 သဖြင့် လျှော် နိုင်သည့် ဖူနဲ့ ဖြစ်ရမည်ပြုင်၊
 ပြန်မာ နိုင်ငံတွင်း သို့မျှ ငိုးလာ သာသည့်ကို

၄။ "ပြည် ကောင်ရှုမြန်မာနိုင်ငံအတိုး ဂုဏာ အ မေ
ရိက နိပြည် ကောင်ရှုအတိုး ဘုရားတို့၏အတိုင်ပင်၍၊ အ မိသား
လျှော့စွဲ သာ ကောက္ခာပြီးသည်။ ပြည် ကောင်ရှုမြန်မာနိုင်ငံအတိုး
အကျိုး ဖြစ်ထွေနှင့် စေ ပည့်ပြု၏ ပြုသ ကောက္ခာစာ အူပါနိုစွဲ များ
နှင့်လည်း စ ပို့ဆောင်ရွက် သည့်အတိုင်း များ အကွက်ပြည် ကောင်ရှုမြန်မာ
နိုင်ငံအတိုး ဂုဏာ အထူး ငွေစ သ ရင်း စွဲ ပို့ဆောင်ရွက်လက်ကျေနှင့်
ငွေ့ပွဲတို့သုံး ရွှေ့နိုင်သည်။"

၁၄၈

ပြည် စောင်ရွက်ပြန်မဲ့ နိုင်ငံအ ရှိုး လူသည်။
 ဦးသ ကောက္ခ စ သ ရ ဗျူဟ်အ ရ ဒေး အဲသ ည်းရီ မံကို နဲ့ ၏ရည်ဖူနဲ့
 ရုတ်မှား နှင့် ငါး စီ မံကို နဲ့ ပုံ့ဖူ ခ ရီ း ရ ောက်သည်၏အ
 မှား သ ို့ ဒု ဒြော မ ဖြော ပြ င်အ ား လုံး သ ို့ အ ေ သ င လ ည်း ၏
 အ ေ ရ မ ည်။ ထို ပြ င်၌ သ ကောက္ခ စ သ ရ ဗျူဟ်အ ရ လု ပိုင် စ ေ ာ င
 ရ ု တ ် မ ု ာ း ။ ထို ပ ြ သ ည ့ စ ာ ရ ု င ် း အ ရ ု အ လ င မ ှ ာ း က ို ၃၈
 တ ဗြ ာ ် မ ှ ာ း ။ ထို စ ာ ရ ု င ် း မ ှ ာ း ၅၂ ၈၂ ၈၂ ၈၂ ၈၂ ၈၂ ၈၂ ၈၂

The American Ambassador to the Burmese Minister for Foreign Affairs

No. 68

AMERICAN EMBASSY,
Rangoon, September 13, 1950.

MY DEAR MR. MINISTER:

I am authorized by my Government to clarify, as below, the position of the United States of America with respect to certain provisions of the Agreement whereunder the United States undertakes to furnish economic assistance, including technical assistance, to the Government of the Union of Burma.

The references below are to sections of the Agreement dated September 13, 1950, entitled:

"Economic Cooperation Agreement Between the Government of the United States of America and the Government of the Union of Burma."

Ante, p. 669.

61 Stat., pts. 5 and 6.

Ante, p. 671.

1. Article II-(d)—Article II-(d) is not intended to require elimination of any import restrictions deemed essential by the Government of the Union of Burma for balance of payments reasons within the terms of the General Agreement on Tariffs and Trade.

2. Article IV—The size and composition of the special technical and economic mission will be determined solely by the responsibilities which the Mission must discharge, having regard to the nature and scope of assistance mutually agreed upon or contemplated by the Government of the Union of Burma and the Government of the United States of America under this Agreement.

3. Annex Section I, paragraph 2 (b)—In making requests for counterpart deposits under Annex Section I, paragraph 2 (b), the Government of the United States of America will have due regard to the ability of the Government of the Union of Burma to make such deposits.

4. Annex Section I, paragraph 3—With reference to Annex Section I, paragraph 3, the sums to be made available by the Government of the Union of Burma to the Government of the United States of America will be such amounts as the special technical and economic mission deems necessary to the carrying out of its responsibilities under this bilateral Agreement and will represent only a fraction of deposits in the Special Account.

5. Annex Section II—With respect to Annex Section II, the words "domestic use" are understood to include potential use and stockpiling.

Ante, p. 672.

Sincerely yours,

DAVID MCK. KEY

The Honorable

SAO HKUN HKIO,
Minister for Foreign Affairs,
Rangoon.

The Burmese Minister for Foreign Affairs to the American Ambassador

FOREIGN OFFICE

RANGOON

13th September, 1950.

A251/D

MY DEAR MR. AMBASSADOR,

I acknowledge with thanks the receipt of your letter, dated the 13th September, 1950, signed by yourself in the following terms:-

Ante, p. 682.

"I am authorized by my Government to clarify, as below, the position of the United States of America with respect to certain provisions of the Agreement whereunder the United States undertakes to furnish economic assistance, including technical assistance, to the Government of the Union of Burma.

The references below are to sections of the Agreement dated September 13, 1950, entitled:

'Economic Cooperation Agreement Between the Government of the United States of America and the Government of the Union of Burma.'

1. Article II-d—Article II-d is not intended to require elimination of any import restrictions deemed essential by the Government of the Union of Burma for balance of payments reasons within the terms of the General Agreement on Tariffs and Trade.

2. Article IV—The size and composition of the special technical and economic mission will be determined solely by the responsibilities which the Mission must discharge, having regard to the nature and scope of assistance mutually agreed upon or contemplated by the Government of the Union of Burma and the Government of the United States of America under this Agreement.

3. Annex Section I, paragraph 2b—In making requests for counterpart deposits under Annex Section I, paragraph 2b, the Government of the United States of America will have due regard to the

ability of the Government of the Union of Burma to make such deposits.

4. Annex Section I, paragraph 3 – With reference to Annex Section I, paragraph 3, the sums to be made available by the Government of the Union of Burma to the Government of the United States of America will be such amounts as the special technical and economic mission deems necessary to the carrying out of its responsibilities under this bilateral Agreement and will represent only a fraction of deposits in the Special Account.
5. Annex Section II – With respect to Annex Section II, the words “domestic use” are understood to include potential use and stock-piling.”
2. I confirm that the statements in this letter correctly set out the Union Government’s understanding of the position.

Believe me,

My dear Mr. Ambassador,

Yours very sincerely,

S. H. HKIO.

(Sao Hkun Hkio)

His Excellency Mr. DAVID MCKENDREE KEY,
Ambassador for the Republic of the
United States of America,
American Embassy,
Rangoon.

PANAMA

CLAIMS

Convention signed at Panamá January 26, 1950; ratification advised by the Senate of the United States of America August 9, 1950; ratified by the President of the United States of America August 18, 1950; ratified by Panama October 11, 1950; ratifications exchanged at Panamá October 11, 1950; proclaimed by the President of the United States of America October 23, 1950; entered into force October 11, 1950.

TIAS 2129
Jan. 26, 1950

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a claims convention between the United States of America and the Republic of Panama was signed at Panamá on January 26, 1950 by their respective plenipotentiaries, the original of which convention, in the English and Spanish languages, is word for word as follows:

CLAIMS CONVENTION**CONVENCIÓN SOBRE
RECLAMACIONES**

The United States of America and the Republic of Panamá, y la República de Panamá, ani-mados por el deseo de fortalecer en the bonds of friendship existing between them, and being desirous of adjusting certain pecuniary claims of each country against the other, have resolved to fix by means of a Convention the bases of settlement of such claims with a view to their prompt and just liquidation, and to this end have named as their Plenipotentiaries:

Plenipotentiaries.

The President of the United States of America: El Presidente de los Estados Unidos de América:

His Excellency Monnett B. Davis, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Panamá;

The President of the Republic of Panamá: El Presidente de la República de Panamá:

His Excellency Doctor Carlos N. Brin, Minister of Foreign Relations of the Republic of Panamá;

Who, after having communicated to each other their respective full powers, found to be in good and proper form, have agreed on the following articles:

ARTICLE I**ARTICULO I**

The Government of the United States of America and the Government of the Republic of Panamá El Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá recon-

recognize that it is most desirable nocen que es de la mayor confor both countries to eliminate veniencia para ambos países elimi- from their relations with each nar de sus mutuas relaciones other any cause for difference and cualquier causa de diferencia, y to dispose of, on an equitable basis solucionar, a base de equidad y sin and without reference to the legal referencia al aspecto legal de las aspect of the controversies, the controversias, el siguiente grupo following group of claims, which de reclamaciones que han estado have been outstanding for some pendientes desde hace largo considerable time:

(a) The claims of the Republic of Panamá against the United States of America, which were the subject of a recommendation of the Joint Land Commission, with respect to damages caused by the fire which occurred in the Malambo section in the year 1906;

(a) Las reclamaciones de la República de Panamá contra los Estados Unidos de América, las cuales fueron objeto de recomendación de la Comisión Mixta de Tierras de los Estados Unidos y Panamá, con respecto a los daños causados por el incendio ocurrido en la sección Malambo en el año de 1906;

(b) The claims of the United States of America against the Republic of Panamá for personal injuries sustained by six soldiers of the United States Army during disturbances which occurred in the city of Panamá in the year 1915; and

(b) Las reclamaciones de los Estados Unidos de América contra la República de Panamá por las lesiones personales sufridas por seis soldados del Ejército de los Estados Unidos durante disturbios ocurridos en la ciudad de Panamá en el año de 1915; y

(c) The claims of the United States of America against the Republic of Panamá arising as a consequence of the judgment rendered by the Supreme Court of Justice of the Republic of Panamá on October 20, 1931, which there were declared as the property of the nation certain lands called El Encanto, several nationals of the United States of America alleged that they acquired in good faith.

(c) Las reclamaciones de los Estados Unidos de América contra la República de Panamá, surgidas como consecuencia de la sentencia dictada por la Corte Suprema de Justicia de la República de Panamá el 20 de Octubre de 1931, mediante la cual se declararon de propiedad de la Nación ciertas tierras denominadas El Encanto, que varios nacionales de los Estados Unidos de América alegaban haber adquirido de buena fé.

Claims.

Settlement.**ARTICLE II**

It is agreed that the claims mentioned in Article I of this Convention shall be settled as follows:

(a) The Government of the United States of America agrees to pay the Government of the Republic of Panamá the sum of \$53,800.00 (fifty-three thousand eight hundred dollars), currency of the United States of America, with respect to property losses sustained by nationals of the Republic of Panamá as a consequence of the fire occurring in the Malambo section in 1906;

(b) The Government of the Republic of Panamá agrees to pay the Government of the United States of America the sum of \$3,156.00 (three thousand one hundred fifty-six dollars), currency of the United States of America, with respect to personal injuries sustained by six soldiers of the United States Army in the disturbances occurring in 1915; and

(c) The Government of the Republic of Panamá agrees to pay the Government of the United States of America the sum of \$400,000.00 (four hundred thousand dollars), currency of the United States of America, with respect to property losses suffered by several nationals of the United States of America in relation to the lands called El Encanto.

ARTICULO II

Se conviene en que las reclamaciones mencionadas en el Artículo I de esta Convención serán arregladas de la manera siguiente:

(a) El Gobierno de los Estados Unidos de América conviene en pagar al Gobierno de la República de Panamá la suma de cincuenta y tres mil ochocientos dólares (\$53,800.00), moneda de los Estados Unidos de América, con respecto a las pérdidas de bienes sufridas por nacionales de la República de Panamá como consecuencia del Incendio de Malambo, ocurrido en 1906;

(b) El Gobierno de la República de Panamá conviene en pagar al Gobierno de los Estados Unidos de América la suma de tres mil ciento cincuenta y seis dólares (\$3,156.00), moneda de los Estados Unidos de América, con respecto a las lesiones personales sufridas por seis soldados del Ejército de los Estados Unidos durante las disturbios ocurridos en 1915; y

(c) El Gobierno de la República de Panamá conviene en pagar al Gobierno de los Estados Unidos de América la suma de cuatrocientos mil dólares (\$400,000.00), moneda de los Estados Unidos de América, con respecto a la pérdida de bienes sufrida por varios nacionales de los Estados Unidos de América en relación con las tierras denominadas El Encanto.

ARTICLE III

ARTICULO III

The Government of the Republic of Panamá agrees to pay and the Government of the United States of America agrees to accept the amount of \$349,356.00 (three hundred forty-nine thousand three hundred fifty-six dollars), currency of the United States of America, as the net balance due the latter, in accordance with the provisions of Article II, as full and final adjustment and as full settlement of the claims mentioned in that Article. This amount will be remitted by the Government of the Republic of Panamá to the Government of the United States of America, in Washington, D. C., in two payments of \$174,678.00 (one hundred seventy-four thousand six hundred seventy-eight dollars), currency of the United States of America, each, and the first payment is to be made in a period of six months after the exchange of the ratifications of this Convention, and the second payment one year after the first payment has been effected.

El Gobierno de la República de Panamá conviene en pagar, y el Gobierno de los Estados Unidos de América conviene en aceptar, la suma de trescientos cuarenta y nueve mil trescientos cincuenta y seis dólares (\$349,356.00), moneda de los Estados Unidos de América, como saldo neto a recibir por los Estados Unidos de América, de acuerdo con lo estipulado en el Artículo II y como ajuste pleno y final, y liquidación total, de las reclamaciones mencionadas en el Artículo II. Esta suma será cubierta por el Gobierno de la República de Panamá al Gobierno de los Estados Unidos de América, en Washington, D. C., en dos pagos de ciento setenta y cuatro mil seiscientos setenta y ocho dólares (\$174,678.00), moneda de los Estados Unidos de América, cada uno, debiéndose efectuar el primero en el término de seis meses contados a partir de la fecha del canje de ratificaciones de la presente Convención, y el segundo, un año después de efectuado el primero.

Payment by Panamá; U. S. acceptance.

ARTICLE IV

ARTICULO IV

The individual claims referred to in subparagraphs (b) and (c) of Article II of this Convention shall be finally adjudicated by an agency established or designated by the Government of the United States of America. If, upon such adjudication, such agency shall find that the sum of \$400,000.00

Las reclamaciones individuales mencionadas en los incisos (b) y (c) del Artículo II de esta Convención serán finalmente adjudicadas por un organismo que será establecido o designado por el Gobierno de los Estados Unidos de América. En caso de que al hacer dicha adjudicación el citado organismo

Individual claims.

(four hundred thousand dollars) hallare que la suma de cuatro-referred to in subparagraph (c) of cientos mil dólares (\$400,000.00) Article II is in excess of the total mencionada en el inciso (c) del sum of the claims, encompassed by Artículo II es mayor que la suma that, subparagraph, and which total de las reclamaciones cubier-may be determined to be valid, plus the cost of adjudication, if tas por dicho inciso y que se halla-any, not borne by the claimants, the Government of the United ren válidas, más el costo de la Estados of America shall take the necessary steps to return such ad-judicación, en caso de que hubiere excess to the Government of the Republic of Panamá. Republic of Panamá. alguno, no sufragado por los reclama-mantes, el Gobierno de los Estados Unidos de América tomará las medidas necesarias para devolver el sobrante al Gobierno de la República de Panamá.

ARTICLE V

El Encanto claims.

With reference to the so-called El Encanto claims, the Government of the Republic of Panamá expressly declares that, in agreeing to the settlement of those claims, it has not ignored or disregarded the decision rendered by the Supreme Court of the Republic of Panamá in the litigation relating to the El Encanto lands, which judgment sets forth the legal aspects of the matter. In agreeing to the settlement of those claims, the Government of the Republic of Panamá is prompted by reasons of strictest equity to make good the loss suffered by several nationals of the United States of America who acted in good faith in the acquisition of the lands to which reference is made.

Malambo fire claims.

With reference to the so-called Malambo fire claims, the Government of the United States of America declares that its agreement to effect settlement of those

Con referencia a las reclama-ciones de las tierras denominadas El Encanto, el Gobierno de la República de Panamá deja constancia expresa de que al convenir en el arreglo de esas reclamaciones, no ha desconocido ni desestimado el fallo dictado por la Corte Suprema de Justicia de Panamá sobre el litigio de las tierras de El Encanto, sentencia que dilucidó los aspectos legales del asunto. Al convenir en el arreglo de esas reclamaciones, el Gobierno de la República de Panamá se ha inspirado en razones de la más estricta equidad para cubrir las pérdidas sufridas por varios nacionales de los Estados Unidos de América que procedieron de buena fé en la adquisición de las tierras de referencia.

Con referencia a las reclama-ciones surgidas con motivo del incendio ocurrido en la sección Malambo, el Gobierno de los Estados Unidos de América deja

claims is prompted by similar constancia de que al convenir en considerations of equity and without reference to the question of el arreglo de esas reclamaciones se inspira en consideraciones similares de equidad y sin referencia a la cuestión de responsabilidad.

ARTICLE VI

Upon the execution of the provisions of the present Convention, the Government of the United States of America and the Government of the Republic of Panamá shall consider as reciprocally cancelled, renounced, and satisfied all claims referred to herein. Any other unsettled claims on behalf of nationals of either country against the government of the other country, whether arising under the provisions of agreements between the two countries or under general principles of international law, are not affected by the provisions of this Convention.

Una vez cumplidas las estipulaciones de la presente Convención, el Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá considerarán recíprocamente canceladas, renunciadas y satisfechas todas las reclamaciones a las cuales la otra parte se refiere. Cualesquier otras reclamaciones no arregladas, a nombre de nacionales de cada uno de los países contra el gobierno del otro país, ya sean provenientes de las estipulaciones de los acuerdos entre los dos países, o regidas por los principios generales del derecho internacional, no quedan afectadas por las estipulaciones de esta Convención.

ARTICULO VI

Reciprocal cancellation.

Claims not affected.

ARTICLE VII

For the purpose of assisting the Government of the United States of America in making a proper distribution to the respective nationals of the United States of America of the amount to be paid as provided for herein, the Government of the Republic of Panamá will deliver to the Government of the United States of America any documents in its possession which may have a bearing upon the merits of the individual claims of such nationals.

Con el objeto de facilitar al Gobierno de los Estados Unidos de América la debida distribución de la suma correspondiente entre los respectivos nacionales de los Estados Unidos de América, el Gobierno de la República de Panamá entregará al Gobierno de los Estados Unidos de América cualesquier documentos que posea y que tengan relación con los méritos de las reclamaciones individuales de dichos nacionales.

Delivery to U. S. of documents by Pan-
ama.

ARTICLE VIII**ARTICULO VIII****Ratification.**

This Convention shall be ratified Esta Convención será ratificada and shall enter into force upon the y entrará en vigencia al canjearse exchange of ratifications [¹] which las ratificaciones, lo cual tendrá shall take place at Panamá as soon lugar en Panamá tan pronto como as possible.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed and affixed their seals to the present Convention.

DONE in duplicate, in Spanish and English, at Panamá, this twenty-sixth day of January, 1950.

FOR THE UNITED STATES OF AMERICA:

MONNETT B. DAVIS

[SEAL]

FOR THE REPUBLIC OF PANAMA:

CARLOS N. BRIN

ARTICULO VIII

EN FE DE LO CUAL los respectivos Plenipotenciarios han firmado esta Convención y estampado en ella sus sellos.

HECHA en duplicado en español y en inglés, en Panamá, hoy día veintiseis de Enero de 1950.

POR LOS ESTADOS UNIDOS DE AMERICA:

MONNETT B. DAVIS

CARLOS N. BRIN

¹ Cet. 11, 1950.

WHEREAS the Senate of the United States of America by their resolution of August 9, 1950, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the said convention was duly ratified by the President of the United States of America on August 18, 1950, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Republic of Panama on October 11, 1950;

WHEREAS the respective instruments of ratification of the said convention were duly exchanged at Panamá on October 11, 1950;

AND WHEREAS it is provided in Article VIII of the said convention that the convention shall enter into force upon the exchange of ratifications;

Now, THEREFORE, I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said convention to the end that, on and after October 11, 1950, the same 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 twenty-third day of October
in the year of our Lord one thousand nine hundred
[SEAL] fifty and of the Independence of the United States of
America the one hundred seventy-fifth.

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

CANADA

NIAGARA RIVER, WATER DIVERSION

TIAS 2130
Feb. 27, 1950

Convention signed at Washington February 27, 1950; ratification advised by the Senate of the United States of America August 9, 1950, subject to a reservation; ratified by the President of the United States of America August 24, 1950, subject to said reservation; ratified by Canada October 5, 1950; ratifications exchanged at Ottawa October 10, 1950; proclaimed by the President of the United States of America October 30, 1950, subject to said reservation; entered into force October 10, 1950.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty between the United States of America and Canada concerning uses of the waters of the Niagara River was signed at Washington on February 27, 1950 by their respective plenipotentiaries, the original of which treaty is word for word as follows:

The United States of America and Canada, recognizing their primary obligation to preserve and enhance the scenic beauty of the Niagara Falls and River and, consistent with that obligation, their common interest in providing for the most beneficial use of the waters of that River,

Considering that the quantity of water which may be diverted from the Niagara River for power purposes is at present fixed by Article V of the treaty with respect to the boundary waters between the United States of America and Canada, signed at Washington January 11, 1909, between the United States of America and Great Britain, and by notes exchanged between the Government of the United States of America and the Government of Canada in 1940, 1941, and 1948, [¹] authorizing for emergency purposes temporary additional diversions,

36 Stat. 2448.

54 Stat. 2426; 55 Stat. 1276.

Recognizing that the supply of low-cost power in northeastern United States and southeastern Canada is now insufficient to meet existing and potential requirements and considering that the water resources of the Niagara River may be more fully and efficiently used than is now permitted by international agreement,

Desiring to avoid a continuing waste of a great natural resource and to make it possible for the United States of America and Canada to develop, for the benefit of their respective peoples, equal shares of the waters of the Niagara River available for power purposes, and,

Realizing that any redevelopment of the Niagara River for power in the United States of America and Canada is not advisable until the total diversion of water which may be made available for power purposes is authorized permanently and any restrictions on the use thereof are agreed upon,

Have resolved to conclude a treaty in furtherance of these ends and for that purpose have appointed as their plenipotentiaries:

Plenipotentiaries.

The United States of America:

Dean Acheson, Secretary of State of the United States of America, and

Canada:

H. H. Wrong, Ambassador Extraordinary and Plenipotentiary of Canada to the United States of America,

Who, after having communicated to one another their full powers, found in good and due form, have agreed upon the following articles:

¹ Department of State Bulletin, Jan. 16, 1949, p. 85.

Article I

Termination of provisions.

This Treaty shall terminate the third, fourth, and fifth paragraphs of Article V of the treaty between the United States of America and Great Britain relating to boundary waters, and questions arising between the United States of America and Canada dated January 11, 1909, and the provisions embodied in the notes exchanged between the Government of the United States of America and the Government of Canada at Washington on May 20, 1941, October 27, 1941, November 27, 1941, and December 23, 1948 regarding temporary diversions of water of the Niagara River for power purposes.

Article II

Remedial works.

The United States of America and Canada agree to complete in accordance with the objectives envisaged in the final report submitted to the United States of America and Canada on December 11, 1929, by the Special International Niagara Board,^[1] the remedial works which are necessary to enhance the beauty of the Falls by distributing the waters so as to produce an unbroken crestline on the Falls. The United States of America and Canada shall request the International Joint Commission to make recommendations as to the nature and design of such remedial works and the allocation of the task of construction as between the United States of America and Canada. Upon approval by the United States of America and Canada of such recommendations the construction shall be undertaken pursuant thereto under the supervision of the International Joint Commission and shall be completed within four years after the date upon which the United States of America and Canada shall have approved the said recommendations. The total cost of the works shall be divided equally between the United States of America and Canada.

Completion period.

Cost.

Amount of water for diversion.

Article III

The amount of water which shall be available for the purposes included in Articles IV and V of this Treaty shall be the total outflow from Lake Erie to the Welland Canal and the Niagara River (including the Black Rock Canal) less the amount of water used and necessary for domestic and sanitary purposes and for the service of canals for the purposes of navigation. Waters which are being diverted into the natural drainage of the Great Lakes System through the existing Long Lac-Ogoki works shall continue to be governed by the notes exchanged between the Government of the United States of America and the

^[1] Senate Doc. No. 128, 71st Cong., 2d sess.

Government of Canada at Washington on October 14 and 31 and November 7, 1940, and shall not be included in the waters allocated under the provisions of this Treaty.

Article IV

In order to reserve sufficient amounts of water in the Niagara River for scenic purposes, no diversions of the water specified in Article III of this Treaty shall be made for power purposes which will reduce the flow over Niagara Falls to less than one hundred thousand cubic feet per second each day between the hours of eight a.m., E.S.T., and ten p.m., E.S.T., during the period of each year beginning April 1 and ending September 15, both dates inclusive, or to less than one hundred thousand cubic feet per second each day between the hours of eight a.m., E.S.T., and eight p.m., E.S.T., during the period of each year beginning September 16 and ending October 31, both dates inclusive, or to less than fifty thousand cubic feet per second at any other time; the minimum rate of fifty thousand cubic feet per second to be increased when additional water is required for flushing ice above the Falls or through the rapids below the Falls. No diversion of the amounts of water, specified in this Article to flow over the Falls, shall be made for power purposes between the Falls and Lake Ontario.

Water for scenic purposes.

Article V

All water specified in Article III of this Treaty in excess of water reserved for scenic purposes in Article IV may be diverted for power purposes.

Water for power purposes.

Article VI

The waters made available for power purposes by the provisions of this Treaty shall be divided equally between the United States of America and Canada.

Division of water for power purposes.

Article VII

The United States of America and Canada shall each designate a representative who, acting jointly, shall ascertain and determine the amounts of water available for the purposes of this Treaty, and shall record the same, and shall also record the amounts of water used for power diversions.

Article VIII

Until such time as there are facilities in the territory of one party to use its full share of the diversions of water for power purposes agreed upon in this Treaty, the other party may use the portion of that share for the use of which facilities are not available.

Article IX

Physical injury;
damage to persons or
property.

Neither party shall be responsible for physical injury or damage to persons or property in the territory of the other which may be caused by any act authorized or provided for by this Treaty.

Article X

Ratification.

Entry into force;
duration; termination.

This Treaty shall be ratified and the instruments of ratification thereof exchanged at Ottawa. The Treaty shall come into force upon the date of the exchange of ratifications [¹] and continue in force for a period of fifty years and thereafter until one year from the day on which either party shall give notice to the other party of its intention of terminating the Treaty.

In witness whereof, the undersigned plenipotentiaries have signed this Treaty.

Done in duplicate at Washington this twenty-seventh day of February, 1950.

FOR THE UNITED STATES OF AMERICA:

DEAN ACHESON

FOR CANADA:

H. H. WRONG

^¹ Oct. 10, 1950.

WHEREAS the Senate of the United States of America by their resolution of August 9, 1950, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty with the following reservation:

Reservation.

"The United States on its part expressly reserves the right to provide by Act of Congress for redevelopment, for the public use and benefit, of the United States' share of the waters of the Niagara River made available by the provisions of the Treaty, and no project for redevelopment of the United States' share of such waters shall be undertaken until it be specifically authorized by Act of Congress.";

WHEREAS the text of the aforesaid reservation was communicated by the Government of the United States of America to the Government of Canada and thereafter the Government of Canada gave notice of its acceptance of the aforesaid reservation;

WHEREAS the said treaty was ratified by the President of the United States of America on August 24, 1950, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid reservation, and was duly ratified also on the part of Canada on October 5, 1950;

WHEREAS the respective instruments of ratification of the said treaty were duly exchanged at Ottawa on October 10, 1950, and a protocol of exchange of instruments of ratification was signed on that date by the respective plenipotentiaries of the United States of America and Canada recording the acceptance by the Government of Canada of the aforesaid reservation;

AND WHEREAS it is provided in Article X of the said treaty that the treaty shall come into force on the date of the exchange of ratifications;

Now, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said treaty between the United States of America and Canada concerning uses of the waters of the Niagara River, to the end that the same and every article and clause thereof, subject to the reservation hereinbefore recited, 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 thirtieth day of October in
the year of our Lord one thousand nine hundred fifty and
[SEAL] of the Independence of the United States of America the
one hundred seventy-fifth.

HARRY S. TRUMAN

By the President:

DEAN ACHESON

Secretary of State

NICARAGUA

RECIPROCAL TRADE

Agreement respecting termination of the reciprocal trade agreement of March 11, 1936. Signed at Managua February 28, 1950; entered into force February 28, 1950.

TIAS 2133
Feb. 28, 1950

AGREEMENT
BETWEEN
THE UNITED STATES
OF AMERICA
AND
THE REPUBLIC OF
NICARAGUA FOR
THE TERMINATION OF THE
TRADE AGREEMENT
OF MARCH 11, 1936

ACUERDO
ENTRE
LOS ESTADOS UNIDOS
DE AMÉRICA
Y
LA REPÚBLICA DE
NICARAGUA
A LOS EFECTOS DE
LA TERMINACION DEL
CONVENIO COMERCIAL
DEL 11 MARZO DE 1936

The Governments of the United States of America and the Republic of Nicaragua,

Having undertaken tariff negotiations directed toward the accession of the Republic of Nicaragua to the General Agreement on Tariffs and Trade,

Hereby agree that the trade agreement between the United States of America and the Republic of Nicaragua, signed at Managua on March 11, 1936, of which certain provisions were terminated by an exchange of notes dated February 8, 1938, shall terminate in its entirety when the Republic of Nicaragua becomes a contracting party to the General Agreement on Tariffs and Trade

Los Gobiernos de los Estados Unidos de América y la República de Nicaragua,

Habiendo emprendido negociaciones arancelarias destinadas a culminar en la adhesión de la República de Nicaragua al Acuerdo General de Aranceles y Comercio,

Por la presente acuerdan que el Convenio Comercial entre los Estados Unidos de América y la República de Nicaragua, suscrito en Managua el 11 de marzo de 1936, del cual ciertas estipulaciones fueron terminadas por medio de un canje de notas fechadas el 8 de febrero de 1938, terminará en su totalidad cuando la República de Nicaragua se haga parte contratante del Acuerdo General de

61 Stat., pts. 5 and 6.

50 Stat. 1413.

52 Stat. 1486.

as defined in Article XXXII Aranceles y Comercio, según la
61 Stat., pt. 5, p. A75. definición contenida en el Artículo
thereof.^[1] XXXII del mismo.

In accordance with the exchange of letters of August 11, 1949 between the Chairmen of the Delegations of the United States of America and the Republic of Nicaragua,^[2] to the Third Session of the Contracting Parties to the General Agreement on Tariffs and Trade, it is agreed that the Nicaraguan Government will not impose any certification requirement or any formality for the importation, registration, licensing and sale of pharmaceutical specialties and patent medicines which are impossible of fulfillment in the United States because of the lack of a duly authorized federal agency. This clause does not affect the obligations assumed by Nicaragua in multilateral treaties and especially those relating to the manufacture and traffic in narcotic drugs, i. e., convention and protocols for the suppression of the abuse of opium and other drugs, signed at The Hague January 23, 1912; international opium convention, signed at Geneva February 19, 1925,^[3] and the convention and protocol for limiting the manufacture and regulating the distribution of narcotic drugs, signed at Geneva July 13, 1931.

38 Stat. 1912.

48 Stat. 1543.

De acuerdo con el canje de cartas del 11 de agosto de 1949 entre el Presidente de la Delegación de los Estados Unidos de América y el de la Delegación de la República de Nicaragua, a la Tercera Sesión de las Partes Contratantes del Acuerdo General de Aranceles y Comercio, se acuerda que para la importación, registro, permiso o venta de especialidades farmacéuticas y medicinas patentadas, el Gobierno de Nicaragua no exigirá ningún requisito de certificación u otra formalidad que sea imposible de cumplimentar en Los Estados Unidos de América por falta de una agencia federal debidamente autorizada. Esta cláusula no afecta las obligaciones asumidas por Nicaragua en tratados multilaterales y especialmente aquéllas que se refieren a la fabricación y comercio en drogas narcóticas, i. e., la convención y protocolos para la supresión del abuso del opio y otras drogas firmados en La Haya el 23 de enero de 1912; la convención internacional de opio, firmada en Ginebra el 19 de febrero de 1925, y la convención y protocolo para limitar la manufactura y regular la distribución de drogas narcóticas, firmados en Ginebra el 13 de julio de 1931.

¹ May 28, 1950.

² Not printed.

³ League of Nations Treaty Series 81: 317.

IN WITNESS WHEREOF the representatives of the Government of the United States of America and the Republic of Nicaragua have signed this Agreement.

EN FE DE LO CUAL los representantes del Gobierno de los Estados Unidos de América y del Gobierno de la República de Nicaragua han suscrito este Acuerdo.

DONE in duplicate, in the English and Spanish languages, both equally authentic, at Managua, this twenty-eighth day of February, one thousand nine hundred and fifty.

Hecho en dos ejemplares, en los idiomas inglés y español, ambos igualmente auténticos, en Managua, el veintiocho de febrero de mil novecientos cincuenta.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

CAPUS WAYNICK [SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA:
POR EL GOBIERNO DE LA REPUBLICA DE NICARAGUA:

OSCAR SEVILLA SACASA [SEAL]

KOREA FINANCE

*Agreement superseding the agreement of July 6, 1950. Signed at Taegu
July 28, 1950; entered into force July 28, 1950. And exchange of notes
signed September 3 and 5, 1950.*

TIAS 2135
July 28 and
Sept. 3, 5, 1950

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT
OF THE REPUBLIC OF KOREA
REGARDING EXPENDITURES BY FORCES
UNDER COMMAND OF THE COMMANDING
GENERAL ARMED FORCES OF THE
MEMBER STATES OF THE UNITED NATIONS

July 28, 1950

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF KOREA
REGARDING EXPENDITURES BY FORCES UNDER COMMAND
OF THE COMMANDING GENERAL ARMED FORCES OF THE
MEMBER STATES OF THE UNITED NATIONS

Preamble

Object.

This Agreement between the Government of the United States and the Government of the Republic of Korea shall govern the relationships with respect to provision and use of currency and credits between the Government and people of the Republic of Korea and forces operating in Korea under the Unified Command of the Commanding General of the Armed Forces of Member States of the United Nations designated by the United States pursuant to the resolution of the United Nations Security Council of June 25, 1950.^[1]

1. Local Currency Provided by the Republic of Korea.

The Government of the Republic of Korea shall provide the Commanding General of the Armed Forces of the Member States of the United Nations (hereinafter referred to as the Commanding General), with currency of the Republic of Korea and credits in such currency (hereinafter referred to as local currency and credits) in such amounts, of such types and at such times and places as he may request, for expenditures arising out of operations and activities in Korea and Korean territorial waters involving participation of forces under his Command.

2. Return of Local Currency and Cancellation of Credits.

The Commanding General may, at any time, return to the Government of the Republic of Korea all or any part of the local currency provided under paragraph 1 above, and request the cancellation of all or any part of any credits in such currency which may have been opened in his favor. Upon the termination of this Agreement, the Commanding General shall return to the Government of the Republic of Korea

¹ U.N. doc. S/1501. Subsequent exchange of notes, *post*, pp. 714-715, amends preamble to include resolutions of June 27 and July 7, 1950.

all local currency provided under paragraph 1 above remaining in his possession, and the unused portion of any credits which may have been opened in his favor shall be cancelled.

3. Use of Other Currencies.

If it should become desirable to use currency other than the local currency agreed to be provided under paragraph 1 above, the Commanding General may cause such currency to be used to the extent deemed appropriate.

4. Reports to the Republic of Korea.

If the Commanding General transfers local currency and credits to the Forces of other countries participating under his Command, the Government of the Republic of Korea shall be advised from time to time of such transfers.

5. Deferment of Settlement.

Settlement of any claims arising from the provision and use of currency and credits under the Agreement, including currency caused to be used under paragraph 3 above, shall take place directly between the Governments of the Forces concerned and the Government of the Republic of Korea. Such negotiations shall be deferred to a time or times mutually satisfactory to the respective Governments and the Government of the Republic of Korea. Where currency of the United States or of a third country has been transferred by the Commander-in-Chief to the Forces of third Governments, the right of the Government of the United States to make arrangements for reimbursement for such transfers directly with the recipient government shall not be prejudiced in any manner.

6. Maintenance of Records.

Records shall be maintained reflecting the amounts of currency and credits received and transferred under this Agreement, including the amounts of currency received and transferred under paragraph 3 above.

7. Effective date and termination.

This Agreement shall enter into operation and effect immediately upon the signature hereof and shall continue in effect until it is mutually agreed that the need therefor has ceased.

8. Registration with the Secretary General of the United Nations.

This Agreement shall be registered with the Secretary General of the United Nations in compliance with the provisions of Article 102 of the Charter of the United Nations.

9. Superseding of Agreement of July 6, 1950.^[1]

This Agreement shall supersede the Agreement of July 6, 1950, between the United States Armed Forces in Korea and the Republic of Korea pursuant to which the Bank of Korea agreed to advance currency of the Republic of Korea to the Finance Officer, United States Forces in Korea, against reimbursement at the rate of exchange in effect on the date such currency is expended. Any currency advanced under the Agreement of July 6, 1950, shall be deemed to have been provided under this Agreement. The Agreement of July 6, 1950, is hereby abrogated.

Done in duplicate, in the English and Korean languages, at Taegu, Korea on this 28th day of July, 1950. The English and Korean texts shall have equal force, but in case of divergence, the English text shall prevail.

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

FOR THE GOVERNMENT OF THE
UNITED STATES:

By JOHN J. MUCCIO
John J. Muccio

FOR THE GOVERNMENT OF THE
REPUBLIC OF KOREA:

By S J CHEY
Soon Ju Chey

^[1] Not printed.

題 目 [署名者]의指定

茲 財務部長官 崔 淳 周

國際聯合加盟國聯合軍總司令官麾下部隊에 依한 經費支出에 関한 美合衆國政府外
大韓民國政府間에 協定에署名한權利를 兹에 賦與함

大韓民國政府
大統領

大韓民國

美合衆國政府外大韓民國政府間의協定

— 國際聯合加盟國聯合軍總司令官麾
下 部隊에 依한 經費支出에 關한 —

序 文

目的

美合衆國政府外 大韓民國政府间에 締結되는 本協定은
 1950年6月25日字 國際聯合安全保障理事会決議에
 依據하여 美合衆國이任命한 國際聯合加盟國軍司令官指揮
 下에 韓國에서 參戰中에 있는聯合軍과 大韓民國政府 및 全
 國民间의 通貨 및 信用의 供給及使用에 關한 一般條件을 規定
 한다.

1. 大韓民國이 供與하는 韓國通貨

大韓民國政府는 國際聯合加盟國軍司令官에 依하여 (以下
 司令官이라고 稱한다) 全司令官指揮下에의 部隊의 參加臺
 包含한 韓國 및 韓國水域에 있어서의 作戰 및 治動에 關한
 這是 經費支出을 爲하여 그가 要求하는 金額, 種類, 時日
 場所에 따라 大韓民國通貨外 該通貨 (以下韓國通貨 및 信用
 이 라 稱한다)로서의 信用을 供與한다.

2. 韓國通貨의辨償과信用供與의解約

司令官은 何時든지 大韓民國政府에 하여 上記第1節의規定에依하여 供与된 韓國通貨의全部 또는一部를 辨償할 수 있으며, 또 그名義로 設定된 韓國通貨로서 設定된信用의全部 또는一部分의解約을 要求할 수 있다.

本協定이 滿期될 때는 司令官은 上記第1節의規定에依하여 供与된 韓國通貨로서 그가 所持하고 있는 全額을 大韓民國政府에返還하여야 하며, 그名義로 設定된信用限度中未使用分은 取消되어야 한다.

3. 其他通貨의使用

上記第1節에서 約付하기로合議且 韓國通貨以外의 他通貨使用이 必要하게 될 때는 司令官은 適當하다고 思料되는限度까지 当該通貨를 使用할 수 있다.

4. 大韓民國에對한報告

萬若司令官이 韓國通貨外信用을 그 指揮下에 參加하고 있는 他國軍隊에 讓渡할 境遇에는 그는 此讓渡를 隨時大韓民國政府에 報告하여야 한다.

5. 決済의延期

上記第3節規定에依하여 使用된通貨를 包含하여 本協定에依한 通貨及信用의供与 및 使用에서 發生되는 債務의決済는 軍隊所屬國政府와 大韓民國政府間에 直接行하여진다. 此協商은 当該國政府 외 大韓民國政府가

相互妥当하다고 예상하는 때까지 연기할 수 있다. 美合衆國 또는 其他第三國通貨가 總司令官에 의하여 第三國軍隊에 讓渡되었을 때 美合衆國政府는 此讓渡에 대하여 債還을 直接讓受國政府 외 交渉할 權利를 保有한다.

6. 記 錄 외 保 存

本協定에 의하여 受領 및 让渡된 通貨 외 信用의 金額을 表示하는 記錄은 上記第3節에 의하여 受領 및 让渡된 通貨의 金額을 表示하는 記錄과 함께 保存하여야 한다.

7. 有効期日及終了

本協定은 署名에 의하여 効力を 發生하고 即時有効가 되며 相互間에 本協定의 特要性이 終了하리라고 合議될 때日까지 効力を 가진다.

8. 國際聯合事務局에 登錄

本協定은 國際聯合憲章 第 102 條規定에 의하여 國際聯合事務局에 登錄하여야 한다.

9. 1950年7月6日協定에 代置

本協定은 韓國銀行의 駐韓美軍財務官에 의하여 大韓民國 通貨로 与信하고 該 通貨 使用当日의 有効換率로 債還한다고 規定한 駐韓美軍과 大韓民國間に 締結된 1950年7月6日協定에 代置된다. 1950年7月6日協定

에依하여 負与된 如何한 통貨라도 本協定에依하여 供与된것으로看做한다. 1950年7月6日字協定은 滯에廢止한다.

本協定은 英語及韓語로 二種作成한다.

1950年7月29日

英文과韓文은 同等並効力を가치며 見解相異時는 英文을 株次한다.

本協定締結을為하여 正當의委任받은 各代表는 本協定을 立證하기為하여 滯에署名한다.

美合衆國을代表

駐韓美國大使 球 周

大韓民國政府을代表

財務部長官 崔淳周

*The American Ambassador to the Korean Minister of Finance***AMERICAN EMBASSY***Pusan, Korea, September 3, 1950.***MY DEAR MR. MINISTER:**

My attention has been invited to the fact that the Preamble of the Agreement entered into between the Government of the United States of America and the Government of the Republic of Korea on July 28, 1950, regarding expenditures by forces under command of the Commanding General Armed Forces of the Member States of the United Nations, inadvertently omitted reference to the resolutions of the United Nations Security Council of June 27, 1950, and July 7, 1950. Accordingly, I have the honor to propose that the text of the Preamble be corrected to read, as of the date of signature of the Agreement, as follows:

Preamble**Object.**

"This Agreement between the Government of the United States and the Government of the Republic of Korea shall govern the relationships with respect to provision and use of currency and credits between the Government and people of the Republic of Korea and forces operating in Korea under the Unified Command of the Commanding General of the Armed Forces of Member States of the United Nations designated by the United States pursuant to the resolutions of the United Nations Security Council of June 25, 1950; June 27, 1950; [¹] and July 7, 1950." [²]

Respectfully yours,

JOHN J. MUCCIO

John J. Muccio

American Ambassador

His Excellency

Dr. CHEY SOON JU,

Minister of Finance,

Republic of Korea.

^¹ U.N. doc. S/1511.

^² U.N. doc. S/1588.

*The Korean Minister of Finance to the American Ambassador*REPUBLIC OF KOREA
MINISTRY OF FINANCE

SEPTEMBER 5, 1950

MY DEAR MR. AMBASSADOR:

I have the honor to acknowledge your letter of September 3, 1950, proposing to correct the Preamble of the Agreement entered into between the Government of the United States of America and the Government of the Republic of Korea on July 28, 1950, regarding expenditures by forces under command of the Commanding General Armed Forces of the Member States of the United Nations to include reference to the resolutions of the United Nations Security Council of June 27, 1950 and July 7, 1950.

I am pleased to inform you that my Government concurs in the proposal made in your letter.

Very truly yours,

S J CHEY
Chey, Soon Ju
Minister of Finance

His Excellency

JOHN J. MUCCIO

*Ambassador of the United States of America
Pusan*

CANADA

INDUSTRIAL MOBILIZATION

TIAS 2136
Oct. 26, 1950

Agreement effected by exchange of notes signed at Washington October 26, 1950; entered into force October 26, 1950.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE

WASHINGTON

October 26, 1950

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments for the general purpose of reaching an agreement to the end that the economic efforts of the two countries be coordinated for the common defense and that the production and resources of both countries be used for the best combined results. Their deliberations were based on concepts of economic cooperation which were inherent in the Hyde Park Agreement of 1941 [1] and which are still valid today. They formulated and agreed to the "Statement of Principles for Economic Cooperation" annexed hereto, which is intended to guide, in the light of these basic concepts, the activities of our respective Governments.

If this attached statement is agreeable to your Government, this note and your reply to that effect will constitute an agreement between our two Governments on this subject.

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

DEAN ACHESON

His Excellency

HUME WRONG,

Ambassador of Canada.

¹ *Department of State Bulletin*, Apr. 26, 1941, p. 494.

STATEMENT OF PRINCIPLES FOR ECONOMIC COOPERATION

The United States and Canada have achieved a high degree of cooperation in the field of industrial mobilization during and since World War II through the operation of the principles embodied in the Hyde Park Agreement of 1941, through the extension of its concepts in the postwar period and more recently through the work of the Joint Industrial Mobilization Planning Committee. In the interests of mutual security and to assist both governments to discharge their obligations under the United Nations Charter and the North Atlantic Treaty, it is believed that this field of "common" action should be further extended. It is agreed, therefore, that our two governments shall cooperate in all respects practicable, and to the extent of their respective executive powers, to the end that the economic efforts of the two countries be coordinated for the common defense and that the production and resources of both countries be used for the best combined results.

The following principles are established for the purpose of facilitating these objectives:

1. In order to achieve an optimum production of goods essential for the common defense, the two countries shall develop a coordinated program of requirements, production, and procurement.
2. To this end, the two countries shall, as it becomes necessary, institute coordinated controls over the distribution of scarce raw materials and supplies.
3. Such United States and Canadian emergency controls shall be mutually consistent in their objectives, and shall be so designed and administered as to achieve comparable effects in each country. To the extent possible, there shall be consultation to this end prior to the institution of any system of controls in either country which affects the other.
4. In order to facilitate essential production, the technical knowledge and productive skills involved in such production within both countries shall, where feasible, be freely exchanged.
5. Barriers which impede the flow between Canada and the United States of goods essential for the common defense effort should be removed as far as possible.
6. The two governments, through their appropriate agencies, will consult concerning any financial or foreign exchange problems which may arise as a result of the implementation of this agreement.

59 Stat. 1031.

63 Stat., pt. 2, p. 2241.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D. C.,

No. 619

October 26, 1950.

SIR:

I have your note of today with regard to the recent discussions between representatives of our two Governments for the purpose of reaching an agreement to the end that the economic efforts of the two countries be coordinated for the common defence and that the production and resources of both countries be used for the best combined results. I am glad to confirm that the "Statement of Principles for Economic Cooperation", which was annexed to your note, is acceptable to my Government. Your note and this reply will, therefore, constitute an agreement between our two Governments on this subject.

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

H. H. WRONG

The Honourable DEAN ACHESON,

Secretary of State of the

United States of America,

Washington, D. C.

CHILE

PASSPORT VISAS

Agreement effected by exchange of notes signed at Santiago August 29, 1950; entered into force September 1, 1950.

TIAS 2137
Aug. 29, 1950

The Chilean Minister for Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMÁTICO
Sección Tratados
BDP/GCD

Santiago, 29 de Agosto de 1950.

Nº 8827

SEÑOR EMBAJADOR:

Tengo el honor de expresar a Vuestra Excelencia que mi Gobierno animado del propósito de facilitar los viajes de los turistas y hombres de negocios y de fomentar el conocimiento recíproco de nuestros habitantes, está dispuesto a concertar, mediante cambio de notas, un Convenio que permita la realización de esos propósitos, para lo cual me es grato proponer a Vuestra Excelencia las siguientes bases:

1) Las visaciones de los pasaportes de ciudadanos chilenos que se dirijan a Estados Unidos de América temporalmente y la visación de los pasaportes de los ciudadanos estadounidenses que viajen a Chile en forma temporal, serán gratuitas.

Asimismo, serán gratuitas las visaciones "en tránsito".

Sin embargo, los ciudadanos norteamericanos que se dirijan a Chile en viajes de placer o de turismo podrán entrar a territorio chileno con la sola presentación de su pasaporte válido, sin necesidad de visación consular.

2) Será gratuita la solicitud de visación temporal o "en tránsito" que presenten los ciudadanos de ambos países.

3) Las visaciones concedidas de acuerdo con lo establecido en el párrafo primero del punto 1) servirán para una entrada o una solicitud de entrada a los respectivos territorios. Estas visaciones tendrán un plazo de validez de 12 (doce) meses y el período de permanencia en Chile y Estados Unidos de América, respectivamente, será fijado de acuerdo con las disposiciones internas de cada país.

Sin embargo, los ciudadanos chilenos que se dirijan a Estados Unidos de América en viajes de placer o de turismo; pero no por negocios u otro motivo, podrán obtener su visación gratuita y ella será válida

por un período de 24 (veinticuatro) meses y para cualquier número de solicitudes de admisión, dentro de ese período máximo de 24 meses.

4) El presente Acuerdo empezará a regir a contar desde el 1º de Septiembre de 1950..

2. Queda entendido que las visaciones temporales norteamericanas a que se refiere este Acuerdo son aquellas contenidas en la Sección 3 (2) de la Ley de Inmigración de 1924 y las visaciones "en tránsito" americanas son las que quedan referidas en la Sección 3 (3) de la misma Ley.

3. Asimismo, queda entendido que las visaciones temporales chilenas a que se refiere este Acuerdo y que son válidas para un ingreso al territorio y que tienen una duración máxima de doce (12) meses son aquellas llamadas "en visita" y "en viaje comercial" y que las visaciones que quedan eximidas son las denominadas de "turismo".

4. La respuesta favorable de Vuestra Excelencia perfeccionará este Acuerdo.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

H. WALKER LARRAIN

Excelentísimo Señor CLAUDE G. BOWERS

Embajador de los Estados Unidos de América

Santiago

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

DIPLOMATIC DEPARTMENT

Treaty Section

BDP/GCD

Santiago, August 29, 1950.

No. 8827
MR. AMBASSADOR:

[For the English translation of this note, except the complimentary closing paragraph below, see *post*, p. 721.]

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

H. WALKER LARRAIN

His Excellency

CLAUDE G. BOWERS

Ambassador of the United States of America

Santiago

The American Ambassador to the Chilean Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA.

Santiago, August 29, 1950.

No. 40.

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 8827 of this date, reading, in translation, as follows:

"I have the honor to advise Your Excellency that my Government, wishing to facilitate the travel of tourists and businessmen and to foment the mutual acquaintance of our inhabitants, is willing to reach an agreement through an exchange of notes, which will accomplish the above purposes and I have the pleasure to propose to Your Excellency the following bases therefor:

"1) Visas of the passports of American citizens coming to Chile temporarily and passport visas for Chilean citizens who travel to the United States on temporary visits will be gratis.

"Similarly, transit visas will be gratis.

"Nevertheless, American citizens coming to Chile as tourists or for pleasure may enter Chilean territory merely upon presentation of a valid passport without the necessity of a consular visa.

"2) Application for temporary visitors' visas or transit visas presented by citizens of both countries will be gratis.

"3) Visas granted in accordance with the first paragraph of Section 1) will be valid for one entry or application for entry to the respective territories. They will be valid for a period of 12 months and the length of time the traveler may remain in the United States or Chile shall be fixed in accordance with the internal regulations of each country.

"However, Chilean citizens who travel to the United States as tourists or for pleasure, but not for business or other reasons, will be granted gratis passport visas valid for an unlimited number of applications for admission within a maximum period of twenty-four months.

"4) The present Agreement will come into force on September 1, 1950.

Entry into force.

"It is understood that the American temporary visitors' visas (passport visas) referred to in this agreement are those referred to in Section 3 (2) of the Immigration Act of 1924 and American transit visas are those specified in Section 3 (3) of the same Act.

"The Chilean temporary visitors' visas referred to in this Agreement which will be valid for one entry during a maximum period of twelve months are those understood to be designated as 'en

43 Stat. 154.
8 U. S. C. § 203 (2).

'visita' and 'en viaje comercial', and the visa waived by the Government of Chile is that entitled 'turismo'.

"A favorable reply from Your Excellency will complete this Agreement."

I am pleased to state that my Government, like that of the Government of Chile, désirous of facilitating the travel of its citizens and thus further contributing to a mutual knowledge and understanding of our respective countries, accepts the bases set forth in Your Excellency's note under reference for arriving at a mutually satisfactory Agreement.

Accept, Excellency, the renewed assurance of my highest and most distinguished consideration.

CLAUDE G. BOWERS.

His Excellency,

HORACIO WALKER LARRAIN

Minister for Foreign Affairs of Chile

Santiago.

CEYLON
TECHNICAL COOPERATION

Agreement signed at Colombo November 7, 1950; entered into force November 7, 1950.

TIAS 2138
Nov. 7, 1950

**POINT FOUR GENERAL AGREEMENT FOR
TECHNICAL COOPERATION BETWEEN
CEYLON AND THE UNITED STATES
OF AMERICA.**

**Point Four General Agreement for Technical Cooperation
Between Ceylon and the United States of America.**

The Government of the United States of America and the Government of Ceylon.

Have agreed as follows:

Article I.

Assistance and Cooperation

1. The Government of the United States of America and the Government of Ceylon 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 development of the economic resources and productive capacities of Ceylon. 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 duly designated representatives of Ceylon and the Technical Cooperation Administration of the United States of America, or by other persons, agencies, or organizations designated by the governments.
2. The Government of Ceylon through its duly designated representatives in cooperation with representatives of the Technical Cooperation Administration of the United States of America and representatives of appropriate international organizations will endeavour to coordinate and integrate all technical cooperation programs being carried on in Ceylon.
3. The Government of Ceylon will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.
4. The Government of Ceylon will endeavour to make effective use of the results of technical projects carried on in Ceylon in cooperation with the United States of America.
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 project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

Article II.

Information and Publicity

1. The Government of Ceylon 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 of funds, materials, equipment, and services provided thereunder;
- b) Information regarding technical assistance which has been or is being requested of other countries or of international organizations.

2. Not less frequently than once a year, the Governments of Ceylon and of the United States of America will make public in their respective countries 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 of the United States of America and Ceylon will endeavour to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

Article III.

Program and Project Agreements.

1. The program and project agreements referred to in Article I, Paragraph 1 above will include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article II, Paragraph 1 above.

2. Any funds, materials and equipment introduced into Ceylon by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

3. The Government of Ceylon agrees to bear a fair share of the cost of technical assistance programs and projects.

Article IV.

Personnel

All employees of the Government of the United States of America assigned to duties in Ceylon in connection with cooperative technical

assistance programs and projects and accompanying members of their families shall be exempt from all Ceylon income taxes and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. Such employees and 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 Ceylon for their own use, as is accorded by the Government of Ceylon to diplomatic personnel of the United States Embassy in Ceylon.

Article V.

Entry Into Force, Amendment, Duration

1. This Agreement shall enter into force on the day on which it is signed. 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 a view to agreeing upon the amendment.
3. Subsidiary project and other agreements and arrangements which may be concluded may remain in force beyond any termination 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 WITNESS WHEREOF the Government of the United States of America and the Government of Ceylon have signed this General Agreement for Technical Cooperation between Ceylon and the United States of America at Colombo this Seventh day of November one thousand nine hundred and fifty, in three copies in English.

K. VAITHIANATHAN.
For the Government
of Ceylon.

JOSEPH C. SATTERTHWAITE
For the Government of the
United States of America.

[SEAL]

IRAN

TECHNICAL COOPERATION

Agreement signed at Teheran October 19, 1950; entered into force October 19, 1950.

TIAS 2139
Oct. 19, 1950

MEMORANDUM OF UNDERSTANDING FOR TECHNICAL COOPERATION ON RURAL IMPROVEMENT

The Government of Iran having requested the cooperation of the Government of the United States in a program for the exchange of technical knowledge and skills designed to promote the economic development of Iran, and the Government of the United States having indicated that it is prepared to cooperate in accordance with the provisions of Public Law 535, 81st Congress, the following understanding has been reached regarding the principles and procedures for governing such a program:

64 Stat. 198.
22 U. S. C. § 1501 et seq.

1. The primary objective of the cooperative program shall be an improvement in the living conditions and productivity of the residents of the rural areas. In achieving this objective, special attention shall be given to a coordinated approach, at the village level, to problems of education, sanitation, and agricultural practices.

Objectives of program.

2. The program for rural improvement shall be based on a series of demonstration and training centers to be established gradually throughout the country at points near the principal centers of population. Effort should be made to extend, as rapidly as competent Iranians are available, the approved practices and procedures developed at the demonstration centers to those public and private landholdings where the necessary facilities are made available.

Training centers.

3. The Government of Iran shall provide such Iranian personnel, including rural school teachers, agricultural experts, and health and sanitation experts and such land, buildings, and equipment from local sources as may be required by the demonstration and training centers and it shall provide the Commission established under Paragraph 5 below, adequate cash funds amounting per annum to not less than 3,200,000 rials for meeting operating expenses.

Personnel, land,
buildings, etc. pro-
vided by Iran.

4. The Government of the United States shall provide (a) the services of technicians in the fields of education, agriculture and health to supply technical and administrative direction of the work of the individual demonstration centers, and (b) equipment and apparatus not produced or manufactured in Iran.

Assistance provided
by U. S.

5. In order to provide joint supervision over the cooperative aspects of the program for rural improvement and in order to furnish a ready

Iranian - United
States Joint Commis-
sion.

means for consultation between the two Governments in regard thereto, there shall be established an Iranian-United States Joint Commission for Rural Improvement composed of four representatives of the Government of Iran and three representatives of the Government of the United States. One of the representatives of Iran shall be elected Chairman of the Commission. The Commission shall select a technical director to carry out its policies.

Duties of Commission.

6. The duties of the Commission shall be: (a) to establish policies and procedures for the operation of demonstration and training centers, (b) to approve the places at which demonstration and training centers shall be established, (c) to submit for the approval of the Governments of Iran and the United States recommendations in respect of land, buildings, equipment, and personnel required, and (d) to harmonize the operations of this Commission with the work that is being carried out by the other Government and private agencies in each area.

Progress reports; publicity.

7. The Commission shall publish periodic reports on the progress of its work and both Governments will give the Commission's work full publicity.

Customs duties, etc.

8. In any case in which equipment and apparatus provided by the Government of the United States under the terms of this Memorandum of Understanding are not exempt from customs duties or other Iranian taxes, such duties or taxes from which exemption is not granted shall be paid by the Plan Organization of the Government of Iran from its own funds.

9. In any case in which personal property imported into Iran for personal use by employees of the United States Government, other than Iranian nationals, assigned to duties in Iran under the terms of this Memorandum of Understanding or by accompanying members of their families is not exempt from customs duties or other Iranian taxes or in which such employees or such members of their families are not exempt from income taxes or social security taxes, such duties or taxes from which exemption is not granted shall be paid by the Plan Organization of the Iranian Government from its own funds.

Duration.

10. This Memorandum of Understanding shall remain in effect until terminated by either Government upon ninety days' written notice.

TEHERAN, ABYAZ PALACE, October 19, 1950.

Henry F. Grady
Henry F. Grady,
Ambassador Extraordinary
and Plenipotentiary
United States of America

Ali Razmara
Ali Razmara,
Prime Minister
Raz

(نحوه ۷)



تاریخ ماه ۱۳.....
شماره
پیوست

مذاکرۀ نامه

دستاب هنگاری نئی برای اصلاحات روستائی

نظر پنفاضای دولت ایران از دولت مالک متحده آمریکا راجع به هنگاری دولت آمریکا در برنامه مهادله اطلاعات و تخصص و مهارت نئی که هدف آن پیشرفت و ترقی اقتصادی ایران است . و نظر به موافقی که از طرف دولت آمریکا بر طبق مقررات قانون عمومی شماره ۵۲۰ مصوب گشته هنتشاد ویک نسبت پدین هنگاری بعمل آمده است موافقت حاصل شد که اصول و طرز اجرای برنامه مسازی و میق برموده ذیل پاند .

- ۱- هدف اولیه این (برنامه هنگاری) عبارتست از بیرون وضع زندگی واژدیاد تعالیت اقتصادی و تولیدی مردمی که در مناطق روستائی بصری ببرند . پناظور نیل پدین هدف توجه مخصوص بمواضیع فرهنگ بهدامت و اصلاح وضع کشاورزی معطوف خواهد گشت چنانکه عملیات و اصلاحات در حدود مطلع زندگانی مردم ده نشین بوده پیشرفت در زین فستها نیام و متوافق پاند .
- ۲- (برنامه اصلاحات روستائی) مبنی بر یک مسلسله تشیع و نمایش عملی طرق جدید ترقی و نیاه سیس مراکز تربیتی خواهد بود . مراکز تربیتی متدرجا در تمام کشور رفاقتی که نزدیک پتراسک جمعیت است برپا خواهد شد .

مجاهدت و اهتمام میشود که طرق صحیح مشغب کشاورزی وغیره که در مراکز تربیتی تکمیل شده به ساده اکثر سوت و تا حدیکه متخصصین صلاحیت دارا برآینی یافته شوند توسعه و تعمیم یابد و در دسترس و معرض استفاده ادارات و املاک دولتی . پناهگاهای ملی و مساجد امان املاک خصوصی در مناطق که تسهیلات لازمه موجود باشد کذائنه شود .

- ۳- دولت ایران عده ای کارمند (شامل آموزکاران مدارس روستائی و متخصصین کشاورزی و بهدامت) رزیعن وابجه و آلات و اسباب و ابزاریکه در محل یافته شود در اختیار مراکز تربیتی و نهادنگاهها خواهد گذائنت .

(۲۷)



- ۲ -

تاریخ ۱۳۷۰
ماه مهر
سال ۱۴
سازمان
یوست

صچنین یک امتحارکان نقدی که میزان آن از سه میلیون و دویست هزار بال ۲۰۰۰۰ در سال گذربایند در اختیار کمیسیونی که بر طبق ماده پنجم این مقاله نامه تشکیل میشود خواهد گذاشت تا هزئینه های اجرائی نامن کردد.

۴- تهیه اقلام متروجه ذیل بهده دولت مالک متحده امریکا خواهد بود.

الف- مخصوصیتی که در رشته های فرهنگی و کتابوزی و چند انت خدمت خواهند کرد و مسئول اداره امور فنی و اداری هر یک از راکر نمایش خواهند بود.

ب- وسائل و آلات و بزار و اسبابی که در ایران تولید و ساخته نمیشود.

۵- پنظور برقراری نظرت مشترک پسر آنچه در برنامه اصلاحات روستائی جنبه همکاری و تدبیر و مساعی دارد و پنظور تا مین یک و پیله مناسب مشترق میان اولیای دولتی ایران و امریکا مروط با جرای این برنامه یک کمیسیون همکاری اصلاحات روستائی ایران و امریکا مرکب از چهار زبانه ایرانی و سه نماینده امریکانی تشکیل میگردد و یکی از نماینده کان ایرانی بسته نیاست کمیسیون انتخاب نمیشود. نیز کمیسیون پنکدرها بنوان مدیریتی انتخاب و استخدام میکند تا برنامه مصوب کمیسیون را به مردم اجرا بگذارد.

۶- وظائف کمیسیون بدین قرار است.

الف- تعيين برنامه عمل خط منی و طرز کار نمایشگاه های و مرکز تربیتی.

ب- انتخاب و تصویب نفاطیکه در آن نمایشگاه و مرکز تربیتی باید تا رسیدگردد.

ج- تقدیم پیشنهاد های بدولتی ایران و امریکا نسبت بزمین مزروعه اینچه وسائل و کارمند صورت

لزوم

آن شوق دادن خلبانی کمیسیون با مالیات های اصلاحی سایر ارادات دولت و نگاهداری

ملی و خصوصی دارند که از ناطق.

۷- کمیسیون مرتبه اکارنهاقی راجع به پیشرفت حاصله و خدمات انجام شده خواهد داد و دولت

ایران و امریکا پیشرفت کارکمیسیون را به هشتین و چهی منشتر کرد و اطلاع عموم خواهد رسانید.

۸- لغت داره زبور که دولت مالک متحده امریکا بر طبق مواد این مقاله نامه وسائل و بزار تهیه

کند و این بجز این دو سال از آن روزی که این مقاله نامه این دو سال از آن روزی که این مقاله نامه

کند و این بجز این دو سال از آن روزی که این مقاله نامه این دو سال از آن روزی که این مقاله نامه

(تفویج)



تاریخ ماه ۱۳.....
شماره
پیوست:

- ۲ -

میگند وسائل و ابزار نامبرده از پرداخت موارض کمرکی ریمالیات‌های جاریه کشور ایران معاف نباشد
موارض و مالیات مربوط به سیله سازمان برنامه هفت ساله ایران از اعتبارات سازمان مزبور پرداخت شد
خواهد شد.

۹- در مجموعه که از طرف کارشناسان دولت امریکا - به غیر از کارشناسان ایرانی دولت امریکا -
که بر طبق این مقاله نامه برای خدمت به ایران کسب میگردند و بالعضا خانواده کارشناسان امریکائی
مزبور که همراه آنان به ایران می‌آیند انجام و لوازم شخصی برای مصرف و استفاده شخصی به ایران
آورده نبود و اینها و لوازم مزبور از پرداخت موارض کمرکی دیگر سایر مالیات‌های جانبه کشور ایران معاف
نباشد و نیز در مواردیکه کارشناسان امریکائی بوقتی استفسر و اعضا خانواده اینسان ملزم به
پرداخت مالیات پردازند و با مالیات‌های دیگر اجتماعی باشند و معاشر از پرداخت موارض کمرکی و
مالیات‌های جانبه ایکه در پوی ذکر شد میسر نباشد موارض و مالیات‌های متعلقه از طرف سازمان برنامه
هفت ساله دولت ایران و از اعتبارات سازمان مزبور تأثیر نخواهد شد.

۱۰- این یادداشت و مقاله تا هنگامیکه یکی از طریقین الفای آنرا کنبا به طرف دیگر ابلاغ
نمایند معتبر و مجری خواهد بود والغای آن نایستی نبود روز قبلاً به سیله یکی از طریقین به طرف دیگر
کنبا اخطار گردد.

تهران کاخ ایشان - بیست و هشتم مهرماه ۱۳۴۹ (نوزدهم اکتبر ۱۹۵۰)

سیمیر کبیر بوقی العاده و تمام الاختیار کشورهای متحده امریکا

نخست وزیر ایران - علی رئیس آرا

هنری کریلی

Davyd Bradly

SPAIN

AIR TRANSPORT SERVICES

TIAS 2140
July 4, 1950

*Agreement amending the agreement of December 2, 1944, as amended.
Effectuated by exchange of notes signed at Madrid July 4, 1950; entered into
force July 4, 1950.*

*The American Chargé d'Affaires ad interim to the Spanish Minister
for Foreign Affairs*

THE FOREIGN SERVICE

OF THE

UNITED STATES OF AMERICA

No. 567

MADRID, July 4, 1950

AMENDMENT TO THE AIR AGREEMENT
BETWEEN
THE UNITED STATES AND SPAIN

EXCELLENCY:

The Delegations of the Governments of the United States of America and Spain named for the purpose of revising the "Agreement Relating to the Operation of International Air Transport Services" signed in Madrid December 2, 1944 and subsequently amended by exchange of notes in 1946, have agreed in Washington on June 23, 1950 to recommend to their respective Governments the embodiment of various amendments and additions concurred in at this time between them in an exchange of diplomatic notes constituting an integral part of the aforementioned Agreement with its subsequent amendments.

58 Stat. 1473; 62
Stat., pt. 3, pp. 4078,
4081.

I have the honor therefore to inform Your Excellency that the United States Government is in accord that the Agreement in question be now amended in the following respects:

"The provisions of Sub-section (a) 2 of Article I of said Agreement will be fulfilled by substituting therefor the following:

"2. Spanish air carriers will be permitted to operate and pick up and discharge passengers, cargo and mail in international traffic at the following points within the territory under the jurisdiction of the United States of America, in operations over the following routes:

"Route 1

A route from Spain to San Juan, Puerto Rico, via Lisbon, the Azores and Bermuda, and Caracas; in both directions.

"Route 2"

A route from Spain via Lisbon, the Azores and Bermuda to Miami, and beyond Miami (a) to Mexico and (b) to Habana and points beyond in the Caribbean area and the West Coast of South America; in both directions.

"In addition, the aircraft of the air transport enterprises of Spain which are engaged in international air services will have the right to overfly the territory of the United States as well as to make non-traffic stops at airports open to international traffic in the territory of the United States. The foregoing shall not restrict the right of the United States, for reasons of military necessity or public safety, to prohibit or otherwise restrict the aircraft of Spain from flying over certain areas in its territory, subject to the applicable provisions of Article VII below.

"The United States Government likewise agrees that United States Route No. 3 will be deleted from Sub-section (a) 1 of Article I. The words 'return being made over the same route' will be deleted from this sub-section wherever they appear, and the words 'in both directions' will be substituted therefor.

"At the end of Sub-section (a) 1 of Article I, there will be added the following:

"In addition, the aircraft of the air transport enterprises of the United States which are engaged in international air services will have the right to overfly the territory of Spain as well as to make non-traffic stops at airports open to international traffic in the territory of Spain. The foregoing shall not restrict the right of Spain, for reasons of military necessity or public safety, to prohibit or otherwise restrict the aircraft of the United States from flying over certain areas in its territory, subject to the applicable provisions of Article VII below.

"At the end of Section (a) of Article I, there will be added the following paragraph:

"3. Points on any of the routes may, at the option of the air carrier, be omitted on any or all flights.

"At the end of Article III of the Agreement there will be added the following sentence:

"Each contracting party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other contracting party or any other State.

"After the final article of the Agreement there will be added the following:

"ARTICLE XI

"Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement, which cannot be settled through consultations, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

"ARTICLE XII

"(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

"(B) The rates to be charged by the air carriers of either contracting party between points in the territory of the United States and points in Spanish territory referred to in Article I shall, consistent with the provisions of the present Agreement, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present Agreement, within the limits of their legal powers.

"(C) Any rate proposed by the air carrier or carriers of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

"(D) The aeronautical authorities of the United States have approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period ending June 30, 1952, and such approval may be extended by said aero-

nautical authorities. Any rate agreements concluded through this machinery during the period of such approval and involving United States air carriers will be subject to approval of the aeronautical authorities of the United States, and likewise any rate agreements concluded through this machinery and involving Spanish air carriers will be subject to approval of the aeronautical authorities of Spain, all pursuant to the principles enunciated in paragraph (B) above.

"(E) The contracting parties agree that the procedure described in paragraphs (F), (G) and (H) of this Article shall apply:

"1. If, during the period of approval of the IATA traffic conference machinery by the aeronautical authorities of the United States, either any specific rate agreement is not approved within a reasonable time by either contracting party, or a conference of IATA is unable to agree on a rate, or

"2. At any time no IATA machinery is applicable, or

"3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this Article.

"(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the aeronautical authorities of the United States are empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (C) above is dissatisfied with the rate proposed by the air carrier or carriers of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

"In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its air carrier or air carriers.

"If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (C) above, the proposed rate

may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

"(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the air carrier or carriers of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (C) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

"In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers.

"It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

"(H) When in any case under paragraph (F) and (G) above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the air carrier or carriers of the other contracting party, they shall follow the procedure prescribed in Article XI of this Agreement".

I am accordingly pleased to inform Your Excellency that the United States Government agrees that the foregoing modifications and additions be embodied as an integral part of the "Agreement Relating to the Operation of International Air Transport Services" signed in Madrid December 2, 1944 and subsequently amended by exchange of notes in 1946.

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

PAUL T. CULBERTSON
Charge d'Affaires a. i.

His Excellency

Don ALBERTO MARTIN ARTAJO,
Minister for Foreign Affairs,
Madrid.

The Spanish Minister for Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTERIO DE ASUNTOS EXTERIORES

ASUNTO: Enmienda del Convenio Aéreo entre España y los Estados Unidos.

Nº 513

MADRID, 4 de julio de 1950.

Ilustrísimo Señor:

MUY SEÑOR MÍO:

Las Delegaciones nombradas por los Gobiernos de España y de los Estados Unidos de América para la revisión del "Convenio relativo al funcionamiento de servicios internacionales de transporte aéreo" firmado en Madrid el 2 de diciembre de 1944 y posteriormente modificado por Canjes de Notas en 1946, acordaron en Washington con fecha 23 de junio próximo pasado recomendar a sus respectivos Gobiernos que se incorporasen diversas modificaciones y adiciones convenidas por ahora entre ellas, en un Canje de Notas diplomáticas que constituiría parte integrante del citado Convenio con sus posteriores modificaciones.

En su virtud, tengo la honra de manifestar a Ustá Ilustrísima que el Gobierno español está conforme en que el mencionado Convenio quede enmendado ahora en los puntos siguientes:

Lo dispuesto por el párrafo (a) 2 del Artículo I de dicho Convenio se llevará a cabo sustituyendo dicho párrafo por el texto siguiente:

"2. Las empresas de transporte aéreo de España podrán funcionar y recoger y dejar viajeros, carga y correo en tráfico internacional en los puntos indicados a continuación, que estén dentro del territorio sometido a la jurisdicción de los Estados Unidos de América, operando en las siguientes rutas:

"Ruta núm. 1.—Ruta de España a San Juan de Puerto Rico, vía Lisboa, Azores y Bermudas, y Caracas; en ambas direcciones.

"Ruta núm. 2.—Ruta de España, vía Lisboa, Azores y Bermudas a Miami, y desde Miami: a) a Méjico; y b) a La Habana y puntos más allá en la zona del Caribe y la Costa Occidental de Sur América; en ambas direcciones.

"Además, las aeronaves de las empresas de transporte aéreo de España afectas a servicios aéreos internacionales, tendrán derecho a sobrevolar el territorio de los Estados Unidos, así como a efectuar escalas técnicas en los aeropuertos abiertos al tráfico internacional en el territorio de los Estados Unidos. Ello se entenderá sin perjuicio del derecho de los Estados Unidos, por razones de necesidad militar o seguridad pública, a prohibir o

restringir de algún otro modo a las aeronaves españolas el vuelo sobre ciertas zonas de su territorio, de acuerdo con las disposiciones pertinentes del Artículo VII del presente Convenio”.

El Gobierno español está igualmente conforme en que la ruta núm. 3 de los Estados Unidos sea suprimida del párrafo (a) 1 del Artículo I. Se sustituirán las palabras “efectuándose el regreso por la misma ruta”, siempre que aparezcan, por la expresión “en ambas direcciones”.

Después del párrafo a) 1 del Artículo I se añadirá lo siguiente:

“Además, las aeronaves de las empresas de transporte aéreo de los Estados Unidos afectas a servicios aéreos internacionales, tendrán derecho a sobrevolar el territorio de España, así como a efectuar escalas técnicas en los aeropuertos abiertos al tráfico internacional en el territorio de España. Ello se entenderá sin perjuicio del derecho de España, por razones de necesidad militar o seguridad pública, a prohibir o restringir de algún otro modo a las aeronaves de los Estados Unidos el vuelo sobre ciertas zonas de su territorio, de acuerdo con las disposiciones pertinentes del Artículo VII del presente Convenio.”

Al final del apartado (a) del Artículo I, se añadirá el siguiente párrafo:

“3. A voluntad de la empresa de transporte aéreo, podrán omitirse puntos en cualquiera de las rutas, en uno o en todos los vuelos”.

Al final del Artículo III del Convenio se añadirá la siguiente frase:

“Cada Parte contratante se reserva, no obstante, el derecho de negarse a reconocer, a los fines de vuelo sobre su propio territorio, los certificados de aptitud y licencias expedidos a sus propios nacionales por la otra Parte contratante o por cualquier otro Estado.”

Después del artículo final del Convenio, se añadirán los siguientes artículos:

“ARTICULO XI

Con excepción de lo que específicamente se establezca en este Convenio, cualquier conflicto entre las Partes contratantes relativo a la interpretación o aplicación del Convenio, que no pueda resolverse por consulta directa, deberá someterse a dictamen consultivo de una Comisión de tres árbitros, uno nombrado por cada una de las Partes contratantes, y el tercero elegido por acuerdo entre los dos primeros, con tal de que ese tercero no sea súbdito de ninguna de las Partes contratantes. Cada una de las Partes contratantes

designará un árbitro dentro de los dos meses de la fecha de entrega, por cualquiera de las Partes a la otra; de una Nota Diplomática en la que se pida el dictamen arbitral sobre un conflicto; y habrá de recaer acuerdo sobre el tercer árbitro dentro de un plazo de un mes, después del referido período de dos meses. Las autoridades ejecutivas de las Partes contratantes se esforzarán todo lo posible, dentro de sus atribuciones, para poner en ejecución el parecer emitido en el dictamen arbitral. Los gastos ocasionados por la Comisión arbitral serán satisfechos, por mitad, por cada Parte contratante.

"ARTICULO XII

"(A) La determinación de las tarifas, de acuerdo con los párrafos siguientes, se hará con arreglo a tipos razonables, teniendo debidamente en cuenta todos los factores pertinentes, tales como el coste de explotación, un beneficio razonable y las tarifas cobradas por cualesquiera otras empresas de transporte aéreo, así como las características de cada servicio.

"(B) Las tarifas que hayan de cobrar las empresas de transporte aéreo de cada una de las Partes contratantes por los servicios entre puntos del territorio de los Estados Unidos y puntos del territorio español a que se hace referencia en el Artículo I, estarán de acuerdo con las disposiciones del presente Convenio, sujetas a la aprobación de las Autoridades aeronáuticas de las Partes contratantes, las cuales se atenderán, dentro de los límites de sus facultades legales, a las obligaciones derivadas del presente Convenio.

"(C) Cualquier tarifa propuesta por la empresa o empresas de transporte aéreo de cualquiera de las Partes contratantes, deberá ser presentada ante las Autoridades aeronáuticas de ambas partes, por lo menos con treinta (30) días de anticipación respecto de la fecha en que se proponga introducirla; este período de treinta (30) días podrá reducirse en casos concretos si así lo acuerdan las Autoridades aeronáuticas de ambas Partes.

"(D) Las Autoridades aeronáuticas de los Estados Unidos han aprobado el procedimiento de Conferencias de tráfico de la Asociación Internacional de Transporte Aéreo (I.A.T.A.) por un período que termina el 30 de junio de 1952, y esa aprobación puede ser prorrogada por las citadas Autoridades aeronáuticas. Cualquier acuerdo sobre tarifas concluidos mediante dicho procedimiento durante el período en que está aprobado, y que afectan a empresas de transporte aéreo de los Estados Unidos, quedarán sujetos a la aprobación de las Autoridades aeronáuticas de los Estados Unidos; y del mismo modo cualesquier acuerdo sobre tarifas concluidos mediante dicho procedimiento y que afecten a empresas de transporte aéreo españolas, quedarán sujetos a la

aprobación de las Autoridades aeronáuticas españolas; todo ello de conformidad con los principios enunciados en el párrafo (B) arriba transcritos.

"(E) Las Partes contratantes están de acuerdo en que el procedimiento descrito en los párrafos (F), (G) y (H) de este Artículo se aplicará en los siguientes casos:

"1. Cuando, dentro del período en que esté aprobado el procedimiento de Conferencias de tráfico de la I.A.T.A. por las Autoridades aeronáuticas de los Estados Unidos, o no se apruebe un acuerdo específico sobre tarifas por alguna de las Partes contratantes dentro de un plazo razonable, o la Conferencia de la I.A.T.A. no haya conseguido un acuerdo sobre una tarifa determinada; o

"2. Siempre que no sea aplicable el procedimiento de la I.A.T.A.; o

"3. Si cualquiera de las Partes contratantes retira, o deja de renovar, su aprobación a la parte del procedimiento de Conferencias de tráfico de la I.A.T.A. que afecta a este Artículo.

"(F) En la eventualidad de que se confiera por Ley a las Autoridades aeronáuticas de los Estados Unidos facultades suficientes para fijar tarifas equitativas y económicas para el transporte aéreo de personas y bienes en servicios internacionales, y para suspender las tarifas propuestas, en forma parecida a aquélla según la cual las Autoridades aeronáuticas de los Estados Unidos están facultadas para actuar con respecto a dichas tarifas para el transporte aéreo de personas y bienes dentro de los Estados Unidos, cada una de las Partes contratantes ejercerá desde entonces su autoridad de tal manera que evite se ponga en vigor cualquier tarifa o tarifas propuesta por una de sus empresas de transporte aéreo para servicios desde el territorio de una de las Partes contratantes hasta un punto o puntos en el territorio de la otra Parte contratante, si a juicio de las Autoridades aeronáuticas de la Parte contratante cuya empresa o empresas aéreas han propuesto dicha tarifa, esa tarifa no es equitativa o no es económica. Si una de las Partes contratantes, al recibir la notificación a que se hace referencia en el párrafo (C) arriba transcrita no está satisfecha con la tarifa propuesta por la empresa o empresas de transporte aéreo de la otra Parte contratante, lo notificará así a la otra Parte contratante antes de que expiren los primeros quince (15) días de los treinta (30) días antes mencionados, y las Partes contratantes se esforzarán en llegar a un acuerdo sobre la tarifa adecuada.

"En el caso de que se llegue a tal acuerdo, cada una de las Partes contratantes empleará sus mejores esfuerzos para poner en práctica

dicha tarifa, en lo que respecta a su propia empresa o empresas de transporte aéreo.

“Si no se ha llegado a un acuerdo al final del período de treinta (30) días a que hace referencia el párrafo (C) antes transcrita, la tarifa propuesta, a menos que las Autoridades aeronáuticas del país de la empresa aérea interesada considere oportuno suspender su aplicación, puede llevarse a la práctica provisionalmente, mientras esté pendiente de resolverse el conflicto de conformidad con el procedimiento establecido en el párrafo (H) abajo transcrita.

“(G) Mientras no se conceda por Ley tales facultades a las Autoridades aeronáuticas de los Estados Unidos, si una de las Partes contratantes no está satisfecha con cualquier tarifa propuesta por la empresa o empresas de transporte aéreo de una de las dos Partes contratantes por servicios desde el territorio de una de las Partes contratantes a un punto o puntos en el territorio de la otra Parte, lo notificará a la otra antes de que expiren los primeros quince (15) de los treinta (30) días del período aludido en el párrafo (C) arriba transcrita, y las Partes contratantes tratarán de llegar a un acuerdo sobre la tarifa adecuada.

“En el caso de que se llegue a tal acuerdo, cada una de las Partes contratantes empleará sus mejores esfuerzos para que dicha tarifa se ponga en práctica por su empresa o empresas de transporte aéreo.

“Se establece que si no se puede llegar a tal acuerdo antes de que expire el período mencionado de treinta (30) días, la Parte contratante que ponga objeciones a la tarifa pueda tomar las medidas que considere necesarias para impedir la inauguración o la continuación del servicio en cuestión con arreglo a la tarifa impugnada.

“(H) Cuando, en cualquiera de los casos a que se refieren los párrafos (F) y (G) arriba transcritos, las Autoridades aeronáuticas de las dos Partes contratantes no se puedan poner de acuerdo dentro de un plazo de tiempo razonable acerca de la tarifa que sea adecuada, como resultado de una consulta iniciada por la reclamación de una de las Partes contratantes acerca de la tarifa propuesta o mantenida por la empresa o empresas de transporte aéreo de la otra Parte contratante, dichas Autoridades someterán la cuestión al procedimiento establecido en el Artículo XI de este Convenio.”

Me es grato comunicar por lo tanto a Ustia Ilustrísima que el Gobierno español está de acuerdo en que las modificaciones y adiciones arriba transcritas constituyan parte integrante del “Convenio relativo al funcionamiento de servicios internacionales de transporte aéreo” firmado en Madrid el 2 de diciembre de 1944 y posteriormente modificado por Canjes de Notas de 1946.

Aprovecho la ocasión, Señor Encargado de Negocios, para reiterar a Usté Ilustrísima el testimonio de mi distinguida consideración.

ALBERTO MARTIN ARTAJO.

Señor PAUL T. CULBERTSON
Encargado de Negocios a. i.
de los Estados Unidos de América en Madrid.

Translation

MINISTRY OF FOREIGN AFFAIRS

SUBJECT: Amendment to the Air Agreement Between Spain and the United States

No. 513

MADRID, July 4, 1950.

SIR:

The Delegations appointed by the Governments of Spain and the United States of America for the purpose of revising the "Agreement Relating to the Operation of International Air Transport Services" signed in Madrid December 2, 1944 and subsequently amended by exchange of notes in 1946, have agreed in Washington on June 23, 1950 to recommend to their respective Governments the embodiment of various amendments and additions concurred in at this time between them in an exchange of diplomatic notes which would constitute an integral part of the aforementioned Agreement with its subsequent amendments.

⁵⁸ Stat. 1473; ⁶² Stat., pt. 3, pp. 4078, 4081.

I have the honor therefore to inform Your Excellency that the Spanish Government is in accord that the Agreement in question be now amended in the following respects:

"The provisions of Sub-section (a) 2 of Article I of said Agreement will be fulfilled by substituting therefor the following:

"2. Spanish air carriers will be permitted to operate and pick up and discharge passengers, cargo and mail in international traffic at the following points within the territory under the jurisdiction of the United States of America, in operations over the following routes:

"Route 1

A route from Spain to San Juan, Puerto Rico, via Lisbon, the Azores and Bermuda, and Caracas; in both directions.

“Route 2”

A route from Spain via Lisbon, the Azores and Bermuda to Miami, and beyond Miami (a) to Mexico and (b) to Habana and points beyond in the Caribbean area and the West Coast of South America; in both directions.

“In addition, the aircraft of the air transport enterprises of Spain which are engaged in international air services will have the right to overfly the territory of the United States as well as to make non-traffic stops at airports open to international traffic in the territory of the United States. The foregoing shall not restrict the right of the United States, for reasons of military necessity or public safety, to prohibit or otherwise restrict the aircraft of Spain from flying over certain areas in its territory, subject to the applicable provisions of Article VII of the present Agreement.

“The Spanish Government likewise agrees that United States Route No. 3 will be deleted from Sub-section (a) 1 of Article I. The words ‘return being made over the same route’ will be deleted from this sub-section wherever they appear, and the words ‘in both directions’ will be substituted therefor.

“At the end of Sub-section (a) 1 of Article I, there will be added the following:

“In addition, the aircraft of the air transport enterprises of the United States which are engaged in international air services will have the right to overfly the territory of Spain as well as to make non-traffic stops at airports open to international traffic in the territory of Spain. The foregoing shall not restrict the right of Spain, for reasons of military necessity or public safety, to prohibit or otherwise restrict the aircraft of the United States from flying over certain areas in its territory, subject to the applicable provisions of Article VII of the present Agreement.

“At the end of Section (a) of Article I, there will be added the following paragraph:

“3. Points on any of the routes may, at the option of the air carrier, be omitted on any or all flights.

“At the end of Article III of the Agreement there will be added the following sentence:

“Each contracting party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other contracting party or any other State.

"After the final article of the Agreement there will be added the following articles:

[For the English version of Articles XI and XII, see *ante*, p. 734.]

I am accordingly pleased to inform Your Excellency that the Spanish Government agrees that the foregoing modifications and additions be embodied as an integral part of the "Agreement Relating to the Operation of International Air Transport Services" signed in Madrid December 2, 1944 and subsequently amended by exchange of notes in 1946.

I avail myself, Mr. Chargé d'Affaires, of this opportunity to renew to Your Excellency the assurances of my distinguished consideration.

ALBERTO MARTIN ARTAJO

Mr. PAUL T. CULBERTSON,
*Chargé d'Affaires ad interim of
the United States of America at Madrid.*

UNITED KINGDOM

PASSPORT VISAS

Arrangement effected by exchange of notes dated at Washington August 26 and September 13, 1950; entered into force September 13, 1950.

TIAS 2141
Aug. 26 and
Sept. 13, 1950

The British Ambassador to the Secretary of State

No. 456
(File: 26/5/44)

His Majesty's Ambassador for the United Kingdom presents his compliments to the Secretary of State and has the honour to inform him that the Government of Southern Rhodesia have abolished the visa requirements for United States citizens visiting that Colony. United States citizens have in fact been able for many months to travel from any place whatever to Southern Rhodesia without the necessity of obtaining a visa.

2. His Majesty's Ambassador therefore has the honour to express the hope of the Government of Southern Rhodesia that the United States Government will, as a measure of reciprocity:—

- a) Grant to holders of valid Southern Rhodesia passports, who are eligible to enter the United States as *bona fide* non-immigrants, *gratis* visas, and
- b) grant to those *bona fide* non-immigrants who are temporary visitors *gratis* visas valid for twenty-four months, provided that their passports remain valid for that period.

CJP

BRITISH EMBASSY,
WASHINGTON, D. C.,
26 August, 1950.

The Secretary of State to the British Ambassador

The Secretary of State presents his compliments to His Excellency the British Ambassador and has the honor to acknowledge the receipt of the Embassy's Note No. 456 (26/5/44) of August 26, 1950, wherein it is stated that the Government of Southern Rhodesia has abolished the visa requirements for American citizens visiting Southern Rhodesia.

The Department of State is appreciative of the action taken by the Government of Southern Rhodesia in this matter, and has informed all American Foreign Service posts that effective immediately, British subjects who are residents of Southern Rhodesia will be granted gratis nonimmigrant passport visas, if found to be eligible to receive such visas, and in the cases of qualified temporary visitors, the visas may be valid for a maximum period of twenty-four (24) months.

HJL

DEPARTMENT OF STATE,
Washington, September 13, 1950.

DOMINICAN REPUBLIC

AVIATION

Agreement effected by exchange of notes signed at Ciudad Trujillo August 11, 1950; entered into force August 11, 1950.

TIAS 2143
Aug. 11, 1950

The American Ambassador to the Dominican Secretary of State for Foreign Affairs

THE FOREIGN SERVICE

OF THE

UNITED STATES OF AMERICA

No. 26

EXCELLENCY:

Under instructions of my Government I have the honor to advise your Excellency that my Government considers it would be highly desirable to effect an exchange of notes between the Government of the United States and the Government of the Dominican Republic to enable the free movement of the military aircraft of each country into and through the airspace of the other country.

It is therefore proposed that the following arrangements be formalized by this exchange of notes:

Right of military air transit and technical stop.

(I) Definition: The right of military air transit and technical stop is the right to operate military aircraft into, over and away from the sovereign territory of a nation and to land at one or more specified airfields or seaplane landing areas therein to refuel, effect repairs and/or avoid unfavorable weather conditions. Military aircraft of the United States are aircraft of the Air Force, Army, Navy, Marine Corps and Coast Guard. Military aircraft of the Dominican Republic are aircraft of the Air Force, Army, and Navy.

(II) The Government of the United States of America grants to the military aircraft of the Government of the Dominican Republic the right of air transit and technical stop as defined in (I) above, subject to the regulations and provisions set forth herein.

The Government of the Dominican Republic grants to the military aircraft of the Government of the United States of America the right of air transit and technical stop as defined in (I) above, subject to the regulations and provisions set forth herein.

(III) It is agreed that the right of air transit and technical stop includes reciprocal overflight and landing privileges for military aircraft of each of the two Governments through the territories and

at airfields under the control of the other Government. This right does not extend to bases within the sovereign territory of a third power. Landing and parking fees at airfields under jurisdiction of military service will be waived in all instances. Notification procedures will follow current practice of filing a standard flight plan with the nearest control center or foreign clearing station.

(IV) The use of airfields under this arrangement will normally be restricted to non-scheduled landing by single aircraft or small groups of planes. Whenever an airfield is to be used for scheduled traffic or heavy traffic flow is anticipated, administrative arrangements will be made between the two Governments. At airfields where adequacy of ground facilities is questionable, where extraordinary accommodations are required and whenever individuals requiring special reception or honors are aboard aircraft, twenty-four hours advance notice will be given.

(V) The military passengers and crew of each Government operating in accordance with the rights granted by paragraph (II) above will be exempted from customs' charges and immigration restrictions and charges consistent with existing laws and regulations by the other Government but will not be exempted from such customs, immigration, police and health inspection as may be required under the laws of the other Government.

(VI) It is agreed that in the exercise of the right contained herein, each military service will be permitted to procure and transport through contract or outright purchase necessary supplies for its personnel and aircraft while in the territory of the other. Such purchases will enjoy the same tax exemption as is enjoyed by the military forces of the country of sovereignty.

(VII) It is agreed that the aircraft of the two Governments exercising the rights provided in paragraph (II) above will be authorized to transport military personnel and cargo and government mail, and such aircraft which are in transit across the territory of the other will be exempt from search.

(VIII) It is agreed that governmental officials and private citizens who are certified to be on official business of the Government may be transported in the military aircraft.

(IX) It is agreed that military crews manning aircraft and military passengers thereon, operating in accordance with the provisions of paragraph two above, may wear the uniform of their service.

(X) Military aircraft of the Government of the Dominican Republic when flying into or over the airspace of the continental United States will be subject to compliance with all applicable laws and regulations including those pertaining to airspace reserva-

tions and air traffic rules contained in part 60 of the Civil Air Regulations.

This exchange of notes will supersede the emergency blanket permission issued to the United States on December 16, 1941, and other informal arrangements by the Dominican Government. These privileges are considered to be automatically renewable on an annual basis, unless one party gives six months' prior notice of its desire to terminate this arrangement. In the event of either of the Governments becoming directly involved in hostilities, each Government reserves the right to terminate this agreement forthwith or to reconsider the extent of its adherence thereto. These arrangements are concluded without prejudice to the possible inclusion of these rights in a multilateral military air transit agreement at a later date.

Upon the receipt of a note from Your Excellency indicating that the foregoing proposal is acceptable to the Government of the Dominican Republic; the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two governments on this subject; the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

RALPH H. ACKERMAN

August 11, 1950,

CIUDAD TRUJILLO, D. R.

The Dominican Secretary of State for Foreign Affairs to the American Ambassador

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES

24650

CIUDAD TRUJILLO, R. D.,
11 de agosto de 1950.—

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la atenta nota número 26, de fecha 11 del presente mes de agosto, en la cual Vuestra Excelencia expresa lo siguiente:

"Por instrucciones de mi Gobierno tengo el honor de comunicarle que mi Gobierno considera que sería muy deseable efectuar un cambio de notas entre el Gobierno de los Estados Unidos y el Gobierno de la República Dominicana para permitir el libre movimiento de naves aéreas militares de cada país dentro y a través del espacio aéreo del otro.

Por consiguiente, se propone que el siguiente arreglo sea formalizado por este canje de notas:

(I) Definición: El derecho de tránsito aéreo militar y paradas técnicas es el derecho de operar aviones militares dentro, sobre y en dirección del territorio soberano de una nación y aterrizar en uno o más aeródromos especificados o el descenso de hidroaviones en ciertas áreas para tomar combustible, efectuar reparaciones y evitar condiciones desfavorables del tiempo. Los aviones militares de los Estados Unidos son aviones de la Fuerza Aérea, Ejército, Marina, Infantería de Marina y Guardacostas. Los aviones militares de la República Dominicana son aviones de la Fuerza Aérea, Ejército y Marina.

(II) El Gobierno de los Estados Unidos otorga a los aviones militares del Gobierno de la República Dominicana los derechos de tránsito aéreo o paradas técnicas según se definen más arriba (I), sujeto a las regulaciones y estipulaciones aquí previstas.

El Gobierno de la República Dominicana otorga a los aviones militares del Gobierno de los Estados Unidos de América el derecho de tránsito aéreo y paradas técnicas según se definen más arriba (I), sujeto a las estipulaciones aquí previstas.

(III) Se conviene que el derecho de tránsito aéreo y paradas técnicas incluye vuelos recíprocos y privilegios de aterrizaje para los aviones militares de los dos países a través de los territorios y campos de aterrizaje bajo el control del otro Gobierno. Este derecho no alcanzará las bases dentro de la soberanía de una tercera potencia. El aterrizaje y el estacionamiento en los aeródromos destinados a usos militares, estarán exentos del pago de todo derecho. Los procedimientos de notificación seguirán la práctica corriente de someter una carta de ruta al más cercano centro de control o estación de despacho en el extranjero.

(IV) El uso de aeródromos bajo este convenio se restringirá normalmente a aterrizajes imprevistos por un avión o pequeños grupos de aviones. Siempre que un aeródromo sea usado para tráfico con itinerario o vuelos con congestión de tráfico, se avisará y se harán convenios administrativos entre los dos Gobiernos. En los aeródromos donde las facilidades de aterrizaje sean difíciles o donde se requieran acomodaciones extraordinarias o cuando viajen personas que requieran ciertos requisitos especiales de recibimiento u honores, se dará aviso veinte y cuatro horas antes.

(V) Los pasajeros y tripulaciones militares de cada Gobierno que viajen de acuerdo con los derechos otorgados por el párrafo (II) serán exonerados de los impuestos de aduana, restricciones de inmigración y otras tasas según lo permitan las leyes y regulaciones

vigentes del otro Gobierno, pero no lo serán de la inspección aduanera, inmigratoria, policial y sanitaria que exijan las leyes del otro Gobierno.

(VI) Se conviene que, en el ejercicio de los derechos aquí contenidos, a cada servicio militar se le permitirá procurarse, por medio de contratos o de compras abiertas, abastecimientos para su personal y los aviones mientras estén en el territorio del otro. Esas compras gozarán de las mismas exoneraciones de impuestos que benefician a las fuerzas militares del estado territorial.

(VII) Se conviene en que los aviones de los dos Gobiernos, en el ejercicio de los derechos previstos en el párrafo (II) estarán autorizados a transportar personal militar, carga y correspondencia del Gobierno y dichos aviones en tránsito a través del territorio del otro estarán exentos de registro.

(VIII) Se conviene que los funcionarios del Gobierno y ciudadanos privados que posean documentos que certifiquen estar viajando en asuntos oficiales, pueden ser transportados en aviones militares.

(IX) Se establece que las tripulaciones militares de los aviones y pasajeros militares que actúan de acuerdo con las provisiones del párrafo dos, podrán usar el uniforme de su servicio.

(X) Los aviones militares del Gobierno de la República Dominicana cuando vuelen dentro o sobre el espacio continental de los Estados Unidos, estarán sujetos al cumplimiento de todas las leyes y regulaciones aplicables, inclusive las concernientes a las reservaciones de espacio aéreo y reglas de tránsito contenidas en la parte 60 de las Regulaciones Civiles del Aire.

Este cambio de notas reemplazará el formulario de permisos de emergencia expedido en favor de los Estados Unidos el 16 de diciembre de 1941, así como otros convenios informales consentidos con el Gobierno dominicano. Estos privilegios se considerarán automáticamente renovados cada año a menos que una de las partes notifique con seis meses de anticipación su deseo de terminar este acuerdo. En caso de que cualquiera de los Gobiernos se vea directamente envuelto en hostilidades, cada Gobierno se reserva el derecho de terminar este convenio inmediatamente o reconsiderar el alcance de su adhesión al mismo. Estos arreglos se convienen sin perjuicio de la posible inclusión de sus estipulaciones en un acuerdo multilateral de tránsito aéreo a concluir en una fecha posterior.

Al recibo de una nota de Vuestra Excelencia en la cual se manifieste que la proposición es aceptada por el Gobierno de la República Dominicana, el Gobierno de los Estados Unidos de América considerará que esta nota y vuestra respuesta a la misma, constituyen un

acuerdo sobre esta materia entre los dos Gobiernos; acuerdo que entrará en vigor en la fecha de vuestra nota de respuesta".

Me es grato expresar, en respuesta, a Vuestra Excelencia, que mi Gobierno acepta los términos del proyecto de acuerdo contenido en la nota precedentemente transcrita de esa Embajada y acepta, asimismo, que dicho acuerdo entre en vigor a partir de la fecha de esta comunicación.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de la más alta y distinguida consideración.

V. D. ORDÓÑEZ

A Su Excelencia

RALPH H. ACKERMAN,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.*

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

24650

CIUDAD TRUJILLO, D. R.,

August 11, 1950.-

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note no. 26, dated August 11, 1950, in which Your Excellency states the following:

[For the English language text of the note, see *ante*, p. 747.]

It is a pleasure to state to Your Excellency, in reply, that my Government accepts the terms of the proposed agreement contained in your Embassy's note transcribed hereinabove, and it likewise agrees that the said agreement shall enter into force on the date of this communication.

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

V. D. ORDÓÑEZ

His Excellency

RALPH H. ACKERMAN,

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

YUGOSLAVIA

MUTUAL DEFENSE ASSISTANCE

Agreement effected by exchange of notes signed at Belgrade November 20 and 21, 1950; entered into force November 21, 1950.

TIAS 2145
Nov. 20, 21,
1950

The American Ambassador to the Yugoslav Deputy Minister of Foreign Affairs

NOVEMBER 20, 1950.

DEAR MR. MINISTER:

I have the honor to refer to the request submitted to the Secretary of State of the Government of the United States on October 20, 1950 by the Ambassador of the Federal People's Republic of Yugoslavia [¹] for assistance to meet the emergency in Yugoslavia resulting from the recent drought. Particular reference is made to that part of your country's shortages which affects the continued ability of your Government to support the food requirements of its military forces. It is understood that the drought prevailing in Yugoslavia and the consequent shortage of food is so drastic as to seriously impair the ability of your Government to defend itself against aggression. Our two Governments are both desirous of fostering international peace and security within the framework of the Charter 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. Accordingly, I am pleased to inform you that my Government is prepared, pursuant to the provisions of Public Law 329, 81st Congress, as amended, to supply assistance in aid of food requirements of the armed forces of your Government on the following mutually agreed basis that (1) your Government will use the assistance exclusively for the purpose for which it is furnished, namely, in furtherance of the purposes of the Charter of the United Nations, to prevent the weakening of the defenses of the Federal People's Republic of Yugoslavia; (2) that your Government agrees not to transfer to any other nation the assistance furnished pursuant to this agreement without the prior consent of this Government; (3) that your Government will provide the United States with reciprocal assistance by continuing to facilitate the pro-

59 Stat. 1031.

63 Stat. 714.
22 U. S. C. §§ 1571-
1604.

Non-transfer of assistance.

Raw and semiprocessed materials.

¹ Not printed.

duction and transfer to the United States, in such quantities and upon such terms and conditions as may be agreed on, 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 Yugoslavia. Arrangements for such transfers shall give due regard to requirements for domestic use and commercial export of Yugoslavia; (4) that your Government is prepared to make available to the Government of the United States of America dinars for the use of the United States of America for any administrative expenditures within Yugoslavia in connection with assistance furnished by the United States of America to Yugoslavia arising out of this agreement. Our two Governments will at the appropriate time initiate discussion with a view to determining the amount of such dinars and to agree upon arrangements for the furnishing of such dinars.

I have the honor to propose that this note, together with the reply of the Government of Yugoslavia giving these assurances, constitute an agreement, effective on the date of your reply.

I take this occasion, Mr. Minister, to renew the assurances of my highest consideration.

GEORGE V. ALLEN

Dr. LEO MATES,
Deputy Minister of Foreign Affairs,
Ministry of Foreign Affairs,
Belgrade.

The Yugoslav Deputy Minister of Foreign Affairs to the American Ambassador

NOVEMBER 21, 1950

DEAR MR. AMBASSADOR,

I have the honour to acknowledge receipt of your Note dated November 20, 1950 which reads as follows:

"Dear Mr. Minister,

I have the honour to refer to the request submitted to the Secretary of State of the Government of the United States on October 20, 1950 by the Ambassador of the Federal People's Republic of Yugoslavia for assistance to meet the emergency in Yugoslavia resulting from the recent drought. Particular reference is made to that part of your country's shortages which affects the continued

Dinars for U. S. administrative expenditures.

ability of your Government to support the food requirements of its military forces. It is understood that the drought prevailing in Yugoslavia and the consequent shortage of food is so drastic as to seriously impair the ability of your Government to defend itself against aggression. Our two Governments are both desirous of fostering international peace and security within the framework of the Charter 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. Accordingly, I am pleased to inform you that my Government is prepared, pursuant to the provisions of Public Law 329, 81st Congress, as amended, to supply assistance in aid of food requirements of the armed forces of your Government on the following mutually agreed basis that (1) your Government will use the assistance exclusively for the purpose for which it is furnished, namely, in furtherance of the purposes of the Charter of the United Nations, to prevent the weakening of the defenses of the Federal People's Republic of Yugoslavia; (2) that your Government agrees not to transfer to any other nation the assistance furnished pursuant to this agreement without the prior consent of this Government; (3) that your Government will provide the United States with reciprocal assistance by continuing to facilitate the production and transfer to the United States, in such quantities and upon such terms and conditions as may be agreed on, of raw and semiprocessed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Yugoslavia. Arrangements for such transfers shall give due regard to requirements for domestic use and commercial export of Yugoslavia; (4) that your Government is prepared to make available to the Government of the United States of America dinars for the use of the United States of America for any administrative expenditures within Yugoslavia in connection with assistance furnished by the United States of America to Yugoslavia arising out of this agreement. Our two Governments will at the appropriate time initiate discussion with a view to determining the amount of such dinars and to agree upon arrangements for the furnishing of such dinars.

I have the honour to propose that this note, together with the reply of the Government of Yugoslavia giving these assurances, constitute an agreement, effective on the date of your reply.

I take this occasion, Mr. Minister, to renew the assurances of my highest consideration."

I have the honour to inform you that the Government of the Federal People's Republic of Yugoslavia is in full agreement with the above text, and take this occasion, Mr. Ambassador, to renew the assurances of my highest consideration.

L MATES

Mr. GEORGE ALLEN,
United States Ambassador,
Embassy of the United States,
Beograd

YUGOSLAVIA

EMERGENCY FOOD ASSISTANCE

Agreement effected by exchange of notes signed at Belgrade November 17 and 21, 1950; entered into force November 21, 1950.

TIAS 2146
Nov. 17, 21,
1950

The American Ambassador to the Yugoslav Deputy Minister of Foreign Affairs

BELGRADE, YUGOSLAVIA,
November 17, 1950.

DEAR MR. MINISTER:

The Embassy of the United States of America desires to ascertain, with regard to the foodstuffs which the United States Government is directly or indirectly making available to help prevent human suffering in Yugoslavia this coming winter, that the understanding reached during our conversations concerning the handling and distribution of these foodstuffs is as follows:

It will be possible for officials of the United States Government and representatives of the United States press freely to observe the receipt and distribution of this assistance with a view to noting that it is equitably distributed among the population of Yugoslavia; that these United States officials shall have opportunity to make their observations known to, and to discuss the necessary supply and transportation arrangements with, the appropriate Yugoslav officials; and that the Government of the Federal People's Republic of Yugoslavia is prepared to provide periodic reports concerning the use made of this assistance.

It is also understood that The Government of the Federal People's Republic of Yugoslavia concurs that the source and character of this assistance should become known to the Yugoslav people and is prepared to give full publicity to it and to afford the United States Government opportunity to give similar publicity, including the use of special labels or other designations on the packaging of the foodstuffs being made available.

I should be glad to have your confirmation of the foregoing understanding.

Publicity for distribution program.

I take this occasion, Mr. Minister, to renew the assurances of my highest consideration.

GEORGE V. ALLEN

Dr. LEO MATES,
Deputy Minister of Foreign Affairs,
Ministry of Foreign Affairs,
Belgrade.

The Yugoslav Deputy Minister of Foreign Affairs to the American Ambassador

BEOGRAD, November 21, 1950

DEAR MR. AMBASSADOR,

I have the honour to acknowledge receipt of your Note dated November 17, 1950 which reads as follows:

"Dear Mr. Minister,

The Embassy of the United States of America desires to ascertain, with regard to the foodstuffs which the United States Government is directly or indirectly making available to help prevent human suffering in Yugoslavia this coming winter, that the understanding reached during our conversations concerning the handling and distribution of these foodstuffs is as follows:

It will be possible for officials of the United States Government and representatives of the United States press freely to observe the receipt and distribution of this assistance, with a view to noting that it is equitably distributed among the population of Yugoslavia; that these United States officials shall have opportunity to make their observations known to, and to discuss the necessary supply and transportation arrangements with, the appropriate Yugoslav officials; and that the Government of the Federal People's Republic of Yugoslavia is prepared to provide periodic reports concerning the use made of this assistance.

It is also understood that the Government of the Federal People's Republic of Yugoslavia concurs that the source and character of this assistance should become known to the Yugoslav people and is prepared to give full publicity to it and to afford the United States Government opportunity to give similar publicity, including the use of special labels or other designations on the packaging of the foodstuffs being made available.

I should be glad to have your confirmation of the foregoing understanding.

I take this occasion, Mr. Minister, to renew the assurances of my highest consideration."

I have the honour to inform you that the Government of the Federal People's Republic of Yugoslavia is in full agreement with the above text, and take this occasion, Mr. Ambassador, to renew the assurances of my highest consideration.

L MATES

Mr. GEORGE ALLEN,

United States Ambassador,

Embassy of the United States,

Beograd

ECUADOR

HEALTH AND SANITATION

TIAS 2147
Sept. 15, 1950

Agreement effected by exchange of notes signed at Quito September 15, 1950; entered into force September 20, 1950; operative retroactively from June 30, 1950.

The American Chargé d'Affaires ad interim to the Ecuadoran Minister for Foreign Affairs

No. 86

QUITO, September 15, 1950

EXCELLENCY:

I have the honor to refer again to Your Excellency's note of November 10, 1949,^[1] suggesting the consideration by our respective Governments of an extension of the cooperative health and sanitation program in Ecuador in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the programs which The Institute of Inter-American Affairs is conducting in cooperation with governments of the American republics, has provided your Government and mine with a suitable occasion for a review of the cooperative health and sanitation program in Ecuador in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purpose of the cooperative health and sanitation program in which our respective Governments are engaged 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. My Government is as gratified as is yours to note the many improvements in the fields of preventive medicine, health education, sewage disposal, health centers and other facilities and the control of communicable diseases which are resulting from this cooperative program.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees with the Government of Ecuador that an extension of the program beyond its present termination date of June 30, 1950, would be desirable. Accordingly, I have been authorized by my Government

¹ Not printed.

to propose that it continue its participation in the program for a period of five years, from June 30, 1950 through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period from June 30, 1950 through June 30, 1955.

It is understood that, during the period from June 30, 1950 through June 30, 1951, my Government will make a contribution of \$150,000 in the currency of the United States of America, to the Servicio Cooperativo Inter-Americano de Salud Publica, for use in carrying out project activities of the program, on the condition that your Government will contribute to the Servicio for the same purposes the sum of S/. 6,030,000, in the currency of the Republic of Ecuador. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Health and Sanitation Field Staff who are maintained by it in Ecuador for the purposes of the cooperative program. The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program from June 30, 1951 through June 30, 1955, if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Social Welfare and Labor and The Institute of Inter-American Affairs.

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, which shall come into force on the date of signature of an agreement by the Minister of Social Welfare and Labor of Ecuador and by a representative of The Institute of Inter-American Affairs,^[1] embodying the technical details of the extension.

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

JOHN N. HAMLIN

His Excellency,

Doctor L. NEFTALÍ PONCE,

Minister for Foreign Affairs,

Quito.

Entry into force.

¹ Sept. 20, 1950.

The Ecuadorian Minister for Foreign Affairs to the American Chargé d'Affaires ad interim

REPÚBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

No. 115-DDP

QUITO, a 15 de setiembre de 1950.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra avisar recibo de la atenta comunicación de Vuestra Señoría, número 86, fechada el 15 de los corrientes, en la que se sirve indicarme lo siguiente:

La legislación recientemente adoptada por el Congreso de los Estados Unidos de América, que dispone la participación de mi Gobierno en el programa de asistencia técnica para el desarrollo económico, popularmente conocido como el "punto Cuarto" del Programa del Presidente Truman, y que prevé la continuación hasta el 30 de junio de 1955, de los programas que dirige el Instituto de Asuntos Interamericanos con la cooperación de los Gobiernos de las Repúblicas americanas, ha proporcionado a su Gobierno y al mío una oportunidad favorable para revisar el programa cooperativo de Salud y Sanidad en el Ecuador a fin de considerar nuevamente sus propósitos y apreciar sus realizaciones. Como Vuestra Excelencia conoce, los propósitos del programa de Salud y Sanidad, en el que participan nuestros respectivos Gobiernos, son los de procurar el bienestar general de los pueblos de nuestros correspondientes países y de fortalecer aún más los lazos de amistad y comprensión entre ellos. El Gobierno de mi país está tan complacido, como el de Vuestra Excelencia, en anotar muchos mejoramientos alcanzados en los campos de la medicina preventiva, de la higiene, de la canalización, centros de salud y otras facilidades así como el control de las enfermedades contagiosas, que son el resultado de este programa cooperativo.

Por consiguiente, considerando los mutuos beneficios que nuestros respectivos Gobiernos obtienen de este programa, mi Gobierno está de acuerdo con el Gobierno del Ecuador en que sería deseable una prórroga del programa después de su actual conclusión de fecha 30 de junio de 1950. En consecuencia, he recibido autorización de mi Gobierno para manifestar que continuará su participación en el programa, durante un período de cinco años, desde el 30 de junio de 1950, hasta el 30 de junio de 1955, sujeta, sin embargo, a la disponibilidad de fondos que serían utilizados por nuestros respectivos Gobiernos con dicho objeto, durante el período del 30 de junio de 1950 hasta el 30 de junio de 1955.

Se sobreentiende que, en el transcurso del lapso del 30 de junio de 1950 al 30 de junio de 1951, mi Gobierno contribuirá con la suma de 150.000 dólares, en la moneda de los Estados Unidos de América, al Servicio Cooperativo Interamericano de Salud Pública, para que sea utilizado en la ejecución de las proyectadas actividades contempladas en el programa, a condición de que su Gobierno contribuya al indicado Instituto, para idénticos propósitos, con la suma de 6'030.000 sucrens, en la moneda de la República del Ecuador. El Gobierno de mi país, durante el mismo período, dispondrá también de fondos suficientes que serán administrados directamente por el mismo, para el pago de salarios y otros gastos de los miembros de la Junta Ejecutiva de Salud y Sanidad, a quienes sostiene en el Ecuador para los fines del programa cooperativo. Las cantidades aquí referidas significan un aumento a las sumas cuya contribución ya se ha requerido y que las partes han puesto a disposición para el cumplimiento de este programa. Los fondos con que cada Gobierno contribuya y que ponga a disposición para que continúe el programa del 30 de junio de 1951 al 30 de junio de 1955, si es que las sumas aquí mencionadas hacen posible tal continuación, estarán sujetos a un acuerdo posterior.

Si la propuesta prórroga sobre las bases manifestadas arriba es aceptable para el Gobierno del Ecuador, apreciaría recibir una contestación afirmativa de Vuestra Excelencia, tan pronto como sea posible, a fin de que los detalles técnicos de la prórroga puedan ser estudiados y considerados por los funcionarios del Ministerio de Previsión Social y Trabajo y el Instituto de Asuntos Interamericanos.

El Gobierno de los Estados Unidos de América considerará la presente nota y la respuesta afirmativa de Vuestra Excelencia como perfeccionamiento de un Acuerdo entre nuestros dos Gobiernos, el mismo que entrará en vigencia en la fecha de la firma de un Convenio entre el Ministro de Previsión Social y Trabajo del Ecuador y un representante del Instituto de Asuntos Interamericanos que abarque los detalles técnicos de la continuación.

2. En respuesta, me permito manifestar a Vuestra Señoría que el Gobierno del Ecuador acepta las propuestas especificadas en su atenta nota preinserta, y, de acuerdo con la sugerión contenida en ella, la comunicación de Vuestra Señoría y esta respuesta se considerarán como perfeccionamiento de un Acuerdo entre nuestros dos Gobiernos, el mismo que entrará en vigencia en la fecha de la suscripción de un Convenio entre el Señor Ministro de Previsión Social y Trabajo del Ecuador y un Representante del Instituto de Asuntos Interamericanos que abarque los detalles técnicos de la prórroga.

Válgame de la oportunidad para renovar a Vuestra Señoría las seguridades de mi consideración distinguida.

L. N. PONCE

Al Honorable Señor Don JOHN HAMLIN,
*Encargado de Negocios ad-interim de los
Estados Unidos de América.*

Translation

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS

No. 115-DDP

QUITO, September 15, 1950.

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your courteous note no. 86, dated the 15th instant, in which you inform me as follows:

[For the English language text of the note, see *ante*, p. 760 ff.]

2. In reply, I take the liberty of informing you that the Government of Ecuador accepts the proposals specified in your courteous note reproduced above, and, in accordance with the suggestion contained therein, your communication and this reply will be considered as constituting an Agreement between our two Governments, which shall come into force on the date of signature of an Agreement between the Minister of Social Welfare and Labor of Ecuador and a representative of The Institute of Inter-American Affairs, embodying the technical details of the extension.

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

L. N. PONCE

The Honorable JOHN HAMLIN,
*Chargé d'Affaires ad interim
of the United States of America.*

PHILIPPINES

FINANCE

Agreement signed at Washington November 6, 1950; entered into force November 6, 1950.

TIAS 2151
Nov. 6, 1950

AGREEMENT

This Agreement, signed this date by and between the Government of the Republic of the Philippines, represented by the Honorable Carlos P. Romulo, Secretary of Foreign Affairs, and the Government of the United States, represented by the Honorable John W. Snyder, Secretary of the Treasury, is entered into for the purpose of arranging for the return to the Government of the United States of America of the residual total of the peso funds purchased for dollars and advanced to the National Defense Forces, Republic of the Philippines, by the United States Philippines-Ryukyu Command under agreements dated June 30, 1948, and July 11, 1949, between the Commanding General of the United States Philippines-Ryukyu Command and the Chief of Staff of the National Defense Forces, Republic of the Philippines, copies of which are attached hereto and made a part hereof, for the purpose of permitting the Headquarters of the National Defense Forces on behalf of the United States Philippines-Ryukyu Command to pay certain specified claims which had on or before that date been approved by the United States Philippines-Ryukyu Command.

Repayment of funds advanced by U. S. Philippines-Ryukyu Command.

Post, pp. 767, 769.

ARTICLE I

The Government of the Republic of the Philippines in recognition of its obligation to return to the United States the balance of the funds referred to above, now mutually agrees with the United States Government to the following method of accomplishing the return to the Government of the United States of the said balance:

Method of repayment.

Rate, dollar amount.

1. In consideration of the agreement by the Government of the Republic of the Philippines to pay to the Government of the United States in dollars the balance of the aforesaid funds, the Government of the United States hereby releases the Government of the Republic of the Philippines from the obligation described in the aforesaid agreements of June 30, 1948, and July 11, 1949, to return immediately the total unexpended balance of the said peso funds.

2. The Government of the Republic of the Philippines agrees that the dollar amount payable hereunder, when it shall have been

finally ascertained in accordance with Article II hereof, shall be computed at the rate of two pesos to one dollar.

Payments.

3. The Government of the Republic of the Philippines further agrees to pay the dollar amount payable hereunder to the Secretary of the Treasury of the United States in ten annual installments, the first nine payments to be in the amount of \$3,500,000, and the final or residual payment to be in the amount determined by deducting the total of the previous principal payments from the total amount of dollars to be paid to the Secretary of the Treasury of the United States, the latter amount to be determined as provided in Article II hereof. It is further agreed that the first annual payment will be made on May 31, 1951.

Interest.

4. The total amount of the dollar repayment herein mutually agreed to shall bear interest at the rate of two and one-half percent per annum, payable on the unpaid principal balance thereof from time to time outstanding, and may be paid either annually or semi-annually, at the option of the Government of the Republic of the Philippines, the first interest payment to be made on May 31, 1951, coincident with the first annual payment of principal. Interest shall be computed from the effective date of this agreement, and all interest shall be computed on the basis of the actual number of days, using a 365-day factor; *provided*, however, that pending final determination of the total principal amount to be paid to the Secretary of the Treasury of the United States in accordance with Article II hereof, interest shall be computed on the basis of a total amount payable of \$35,000,000, to be appropriately adjusted by mutual agreement between the parties hereto upon final determination of such amount.

ARTICLE II

Audit.

It is agreed by the parties hereto that the results of an audit currently being made by the United States Philippines-Ryukyus Command will be accepted by the Government of the Republic of the Philippines, for the purpose of computing the dollar amount payable hereunder, as finally determinative of the total amount of peso funds required to be returned to the Treasurer of the United States pursuant to the aforesaid agreement of June 30, 1948, as extended by the agreement of July 11, 1949. It is further understood and agreed that the total amount of such peso funds will be the sum of all items, including unexpended funds in bank accounts of the National Defense Forces, Republic of the Philippines, which are determined by the aforesaid audit to be payable to the Government of the United States under the aforesaid agreements. The initial payments of principal provided for in Article I hereof shall be applied by the Government

of the United States to the liquidation of all items which the aforesaid audit shall establish as representing collections due to the Government of the United States.

It is understood that the National Defense Forces, Republic of the Philippines, will lend full assistance to the United States Philippines-Ryukyus Command in order to effect the speedy completion of such audit.

ARTICLE III

It is understood and agreed by the parties hereto that the acceptance of this agreement by the Government of the Republic of the Philippines shall not be construed as a waiver of its rights to negotiate with the Government of the United States for the settlement of any pending claims which may be outstanding as of the effective date of this agreement. It is further understood and agreed that the obligation of the Government of the Republic of the Philippines to pay any installment in accordance with the provisions of Articles I and II hereof shall not be deferred or delayed by reason of any negotiations then pending concerning any such claims.

Pending claims.

ARTICLE IV

This agreement shall come into effect on the date of signature.

Effective date.

Signed in duplicate at Washington, D. C., this sixth day of November, 1950.

For the Government of the
United States of America:

JOHN W SNYDER

For the Government of the
Republic of the Philippines:

CARLOS P. ROMULO

[Attachment]

HEADQUARTERS
PHILIPPINE-RYUKYUS COMMAND
OFFICE OF THE COMMANDING GENERAL

GSPS

APO 707
30 June 1948

SUBJECT: Advance of Funds from the Appropriation of "Expenses Army of the Philippines" for Fiscal Years 1942-1946.

Post, p. 770.

TO : Chief of Staff
Armed Forces of the Philippines
Camp Murphy, Quezon City

1. Under the provisions of Executive Order 9011 of the President of the United States, dated January 3, 1942, the Commanding

^{3 CFR, Cum. Supp}
p. 1073.

Funds advanced
from appropriation
"Expenses, Army of
the Philippines."

General, PHILRYCOM, has from time to time authorized the advance of funds of the United States Government to the Philippine Army out of the appropriation "Expenses, Army of the Philippines", for the fiscal years 1942 to 1946 inclusive, for the express purpose of paying certain claims adjudicated and approved by the Recovered Personnel Division and the Claims Service of PHILRYCOM which have been submitted for payment to the Finance Service, Philippine Army.

2. In accordance with the written request dated 30 June 1948 of the Philippine Army, [1] the authorized representative of the Government of the Philippines, a check is attached in the amount of ₱93,778,000.00, ₱42,000,000.00 of the attached check for ₱93,778,000.00, together with balance of sums previously advanced to the Philippine Army, is considered sufficient to pay all claims duly adjudicated and approved by the Recovered Personnel Division and the Claims Service, PHILRYCOM, and forwarded to your headquarters on or before 30 June 1948. The remainder of this check amounting to ₱51,778,000.00 is advanced for the sole purpose, except as provided in paragraph 3 of this letter, of paying additional amounts due on redeterminations approved by the Recovered Personnel Division and the Claims Service, PHILRYCOM, as a result of reconsideration of claims filed before administrative deadlines of 15 January 1948 and 29 February 1948 for claims for arrears in pay pertaining to living and deceased veterans respectively, and 31 March 1948 for all other claims.

Approval by Recov-
ered Personnel Divi-
sion, PHILRYCOM.

3. Procedures in effect prior to 30 June 1948 have allowed your headquarters to make payments for current pay, terminal date guerrilla pay, and other liberation pay without approval of this headquarters. Subsequent to 30 June 1948 it is understood that your headquarters will make no payments on these specified types of claims without specific approval in each case by the Recovered Personnel Division, PHILRYCOM. You are authorized to continue payments for claims for current pay, terminal date guerrilla pay, and other liberation pay claims now on hand provided vouchers were filed and approved by your headquarters on or before 30 June 1948.

Abstracts, records,
etc.

4. It is understood and agreed that the Philippine Army will furnish to the proper authorities of the Government of the United States of America abstracts of all claims paid under this Agreement, and to make available for inspection by representatives of the Government of the United States of America all records pertaining to the settlement of all claims or obligations included herein for the period of five years following 30 June 1948.

Return of sums ex-
ceeding total claims.

5. It is understood and agreed that all sums which have been, or herein advanced, to the Philippine Army from the above-mentioned

¹ Not printed.

appropriations, in excess of the total amount of the claims approved by the Recovered Personnel Division and Claims Service and paid by the Philippine Army as outlined above, will be returned to the Treasurer of the United States upon written request of the appropriate agency of the United States Government, but in no event later than 30, June 1949.

6. Acknowledgment of receipt of the check and concurrence in this communication is requested by indorsement hereon.

GEO. F. MOORE
Major General, U. S. Army
Commanding

1st Ind

HEADQUARTERS, NATIONAL DEFENSE FORCES, REPUBLIC OF THE PHILIPPINES, CAMP MURPHY, QUEZON CITY

To: Commanding General, Philippines-Ryukyus Command, APO 707

1. The receipt of United States Treasury check No. 502972 for P93,778,000.00 is hereby acknowledged.

2. Headquarters National Defense Forces, the authorized representative of the Government of the Republic of the Philippines, in accepting this check agrees to all the provisions and conditions as set out in basic communication.

R. JALANDONI
Major General
Chief of Staff

[Attachment]

11 JUL 1949

SUBJECT: Funds from the Appropriation of "Expenses, Army of the Philippines", for Fiscal Years 1942-1946.

TO : Chief of Staff
Armed Forces of the Philippines
Camp Murphy, Quezon City

1. Under the provisions of Executive Order 9011 of the President of the United States, dated January 3, 1942, the Commanding General PHILRYCOM from time to time authorized the advance of funds of the United States Government out of the appropriation "Expenses, Army of the Philippines" for the fiscal years 1942 to 1946 inclusive, for the express purpose of paying certain claims adjudicated and approved by the Recovered Personnel Division and Claims Service of PHILRYCOM which were submitted for payment to the Finance Service, Philippine Army.

Payment of claims.

2. On 30 June 1948 a check in the amount of P93,778,000.00 was turned over to the Philippine Army which, with the balance of sums previously advanced, was considered sufficient to pay all claims duly adjudicated and approved by the Recovered Personnel Division and the Claims Service, PHILCOM and such additional amounts due on redeterminations approved by the Recovered Personnel Division and the Claims Service, PHILRYCOM, provided such claims had been originally filed before the administrative deadlines of 15 January 1948, and 29 February 1948, for claims for arrears in pay pertaining to living and deceased veterans respectively, and 31 March 1948 for all other claims.

3. It was understood and agreed by written agreement between the Commanding General, PHILRYCOM and the Chief of Staff, AFP dated 30 June 1948, that all sums which were advanced on 30 June 1948, or previously, in excess of the total amount of the claims approved by the Recovered Personnel Division and Claims Service would be returned to the Treasurer of the United States upon written request of the appropriate agency of the United States, but in no event later than 30 June 1949.

Approval by Adjustment Division,
AGRD.

4. The agency now approving claims formerly approved by the Recovered Personnel Division and Claims Service is the Adjustment Division of the Adjutant General Records Depository.

Modification of
agreement.
Ante, p. 767.

5. It is considered expedient to modify the agreement entered into on 30 June 1948 by authorizing further payments from the funds previously advanced and by changing the date upon which the unexpended balance is to be returned to the Treasurer of the United States.

6. You are authorized to make payments from these funds on such arrears in pay, and procurement and wage claims as were submitted to the Adjustment Division, Adjutant General Records Depository before 30 June 1949 and are duly adjudicated and approved by the Adjustment Division, Adjutant General Records Depository, as payable from the above funds, and sent to the Philippine Army for payment before 1 December 1949.

7. It is understood and agreed that the Philippine Army will furnish to the proper authorities of the Government of the United States of America abstracts of all claims paid under this Agreement, and to make available for inspection by representatives of the Government of the United States of America all records pertaining to the settlement of all claims or obligations included herein for the period of five years following 30 June 1949.

8. It is understood and agreed that all sums which have been advanced to the Philippine Army out of the appropriation "Expenses, Army of the Philippines" for the fiscal years 1942 to 1946 inclusive, in excess of the total amount of the claims previously approved for

payment and those which may be approved for payment by the Adjustment Division, AGRD, and paid before 31 December 1949 will be returned to the Treasurer of the United States, at one time or in increments, upon written request of the appropriate agency of the United States Government, but in no event later than 31 December 1949.

GEORGE D. SHEA
Major General, USA
Commanding

1st Ind

HEADQUARTERS, NATIONAL DEFENSE FORCES, REPUBLIC OF THE PHILIPPINES, CAMP MURPHY, QUEZON CITY

TO : Commanding General, Philippines Command, APO 707

Headquarters, National Defense Forces, the authorized representative of the Government of the Republic of the Philippines, agrees to all the provisions and conditions as set out in basic communication.

M. N. CASTANEDA
Major General
Chief of Staff

NICARAGUA AGRICULTURAL MISSION

TIAS 2152
Jan. 25 and
Feb. 1, 1950

Agreement effected by exchange of notes signed at Managua January 25 and February 1, 1950; entered into force February 1, 1950.

*The American Chargé d'Affaires ad interim to the Nicaraguan
Minister for Foreign Affairs*

AMERICAN EMBASSY
Managua, D. N., January 25, 1950

EXCELLENCY:

I have the honor to refer to the request of the Government of Nicaragua that the Government of the United States of America cooperate in the establishment and operation of a Technical Agricultural Mission in Nicaragua for the purpose of promoting the efficient production of strategic, complementary, and subsistence agricultural products.

Pursuant to that request, I have the honor to state that the Government of the United States of America is prepared to cooperate with the Government of Nicaragua in the establishment and operation of the above-mentioned Mission in accordance with the following principles and procedures:

General functions of Mission.

1. The general functions of the Mission shall include: (a) agricultural production investigations and technical assistance to enterprises for the development of the economy of Nicaragua; (b) establishment of approved agricultural practices by agricultural extension and education methods; (c) the propagation of planting material for distribution to farmers; and (d) cooperation with other institutions in the promotion of tropical agriculture through consultation and exchange of propagating material, scientific information, and personnel.

Land, buildings, etc.,
to be made available
by Nicaragua.

2. The Government of Nicaragua shall make available: (a) all land, buildings, services, and equipment necessary to conduct investigations, demonstrations, and propagation work designed to promote efficient and profitable agricultural production; (b) the funds necessary for the preparation, printing, and distribution of the necessary publications to be issued by the Mission; (c) the services of at least one Nicaraguan scientist to cooperate with each scientist detailed to the Mission by the Government of the United States of America, the services of technologists, and such skilled and unskilled labor as

may be necessary to conduct the work of the Mission; and (d) the transportation expenses incurred by Nicaraguan and United States members of the Mission for travel on station business within Nicaragua.

3. The Government of Nicaragua shall provide: (a) entry free of customs duties for (1) supplies and equipment for the Mission, and (2) supplies, clothes, foodstuffs, personal belongings, and automobiles of the citizens of the United States of America, serving as members of the Mission staff, and their families; and (b) exemption from all taxes, including those based upon salaries for those citizens of the United States of America, serving as members of the Mission staff, whose salaries are paid by the Government of the United States of America.

Exemption from
customs duties, taxes,
etc.

4. The Government of the United States of America, subject to the availability of funds for the purpose, agrees to provide: (a) the services of scientists to perform the functions of technical and administrative direction of the Mission; (b) current scientific journals on plant and animal science published in the United States; and (c) scientific equipment and apparatus not produced or manufactured in Nicaragua.

Services, equip-
ment, etc., to be pro-
vided by U. S.

5. The Government of the United States of America and the Government of Nicaragua mutually agree: (a) that in order to provide joint supervisors over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a Mission Commission composed of one representative of each of the two Governments; that the Commission, subject to the approval of the Government of Nicaragua, will have authority to establish the qualifications and propose candidates for positions with the Mission; that the Commission may delegate to the Director of the Mission such of its functions as it may deem fit; (b) that the Commission, after consultation with the two Governments will negotiate an annual program memorandum supplemental to the present agreement; (c) that the obligations assumed by the Government of the United States of America for technical equipment and services, other than salaries of the scientists made available to the Mission by the Government of the United States of America, shall not exceed ten thousand dollars during any one fiscal year; and (d) that the obligations assumed by the Government of Nicaragua shall be determined by the program requirements, upon consultation with the Director of the Mission and the appropriate officials of the Government of Nicaragua.

The Commission.

6. No property which is transferred to the possession of the Mission from the agricultural experiment station established by the agreement effected by exchange of notes signed at Washington on October 12 and 27, 1942, or which at any future time shall come into the

Disposal or sale of
property.

possession of the Mission, may be disposed of or sold to any private or public institution or to any individual, until such property has been declared by the Director to be surplus property, and then the method of sale or disposal must be in accordance with the regulations of the Government which holds title to the said property. The ownership of all properties and equipment of the Mission shall pass to the Government of Nicaragua at such time as the present agreement is legally terminated, except that the equipment belonging to and provided by the Government of the United States of America shall remain the property of that Government to be disposed of according to its rules and regulations pertaining thereto.

Inventions, patents,
etc.

7. Any invention resulting from cooperative work carried on under the present agreement and made jointly by an employee or employees of the Government of the United States of America and an employee or employees of the Government of Nicaragua, or joint employees of the two Governments, shall be fully disclosed either by publication or by patenting. At the option of either of the two Governments, any such patent shall either (a) be dedicated to the free use of the people in its territory or (b) be assigned to such Government for licensing on a non-exclusive revocable and royalty-free basis within its territory. In any case in which it is desired to obtain a patent in any country other than the United States of America or Nicaragua, assignments thereunder shall be subject to mutual agreement.

Administrative de-
tails.

8. Administrative details regarding the operation of the Mission, not inconsistent with the terms of the present agreement, may be determined by arrangements effected by communications between the Director of the Mission and an authorized official of the Government of Nicaragua.

Status of prior agree-
ment.

9. The Government of the United States of America and the Government of Nicaragua mutually agree that the present agreement shall in all respects supersede the agreement regarding the establishment and operation of an agricultural experiment station in Nicaragua effected by exchange of notes signed at Washington on October 12 and 27, 1942.

Duration; termina-
tion.

10. The present agreement shall remain in force for a period of ten years unless the Government of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on sixty days' written notice by either Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of Nicaragua, the Government of the United States of America will consider that this note and your reply constitute an agreement

Jan. 25, 1950

Feb. 1, 1950

between the two Governments on this subject, the agreement to enter into force on the date of Your Excellency's note.

Accept, Excellency, the assurances of my highest consideration.

OVERTON G. ELLIS, Jr.
Chargé d'Affaires, ad interim

His Excellency

Dr. OSCAR SEVILLA SÁCASA
Minister for Foreign Affairs
Managua, D. N.

The Nicaraguan Minister for Foreign Affairs to the American Chargé d'Affaires ad interim

REPÚBLICA DE NICARAGUA
AMÉRICA CENTRAL
MINISTERIO
DE
RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMÁTICO MANAGUA, D. N., 1º de Febrero de 1950.—
ES/Nº 14

SEÑOR ENCARGADO:

Tengo el honor de dar aviso de recibo de su atenta comunicación N° 5 del 25 de Enero próximo pasado, por medio de la cual atendiendo la solicitud de mi Gobierno para cooperar en el establecimiento y manejo de una Misión Agrícola Técnica en Nicaragua con el objeto de fomentar la eficiente producción de productos agrícolas estratégicos, complementario y de subsistencia, nos expone que su Ilustrado Gobierno está listo a cooperar con el de Nicaragua en el establecimiento y manejo de dicha Misión de acuerdo con los siguientes principios y procedimientos que traducidos al español paso a enumerar:

1. Las funciones generales de la Misión incluirán: (a) estudios sobre la producción agrícola y ayuda técnica a las empresas para fomentar la economía de Nicaragua; (b) establecimiento de prácticas agrícolas aprobadas por métodos de extensión y educación agrícola; (c) la propagación de material de plantas para distribuirlas a los hacendados; y (d) cooperación con otras instituciones en el fomento de la agricultura tropical por medio de consultas y cambio de material de propagación, de información científica, y personal.

2. El Gobierno de Nicaragua pondrá a la disposición: (a) toda la tierra, edificios, servicios, y equipo necesario para seguir las investigaciones, demostraciones, y obra de propagación destinada

para fomentar la producción agrícola eficiente y productiva; (b) los fondos necesarios para la preparación, impresión y distribución de las publicaciones necesarias que editará la Misión; (c) el servicio de un hombre de ciencia nicaragüense cuando menos para cooperar con cada sabio destinado a la Misión por el Gobierno de los Estados Unidos de América, los servicios de tecnólogos, y de trabajadores experimentados y no experimentados cuantos sean necesarios para trabajar en la obra de la Misión; y (d) los gastos de transporte en que incurran los miembros de la Misión de los Estados Unidos y de Nicaragua en los viajes de los negocios de la Estación dentro de Nicaragua.

3. El Gobierno de Nicaragua proveerá: (a) entrada libre de derechos para (1) suministros y equipos para la Misión, y (2) suministros, vestidos, alimentos, objetos de uso personal, y automóviles de los ciudadanos de los Estados Unidos de América, que sirvan como miembros del personal de la Misión, y sus familias; y (b) exención de toda tasa incluyendo aquellas que se funden en los salarios de los ciudadanos de los Estados Unidos de América, que sirvan como miembros del personal de la Misión, cuyos salarios son pagados por el Gobierno de los Estados Unidos de América.

4. El Gobierno de los Estados Unidos de América, sujeto a la disponibilidad de fondos para el fin de que se trata, conviene en proveer: (a) los servicios de los hombres de ciencia que desempeñen las funciones de la dirección técnica y administrativa de la Misión; (b) las publicaciones periódicas ordinarias, científicas sobre plantas y animales que se publican en los Estados Unidos; y (c) equipo y aparatos científicos que no se producen o fabrican en Nicaragua.

5. El Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua mutuamente convienen: (a) que con el fin de proveer superintendentes conjuntos sobre los aspectos cooperativos del proyecto y con el fin de suministrar medios rápidos de consulta entre los dos Gobiernos con respecto a ello, se establecerá un Comité en la Misión compuesto de un representante de cada uno de los dos Gobiernos; que el Comité, sujeto a la aprobación del Gobierno de Nicaragua, tendrá autoridad para establecer las calidades y proponer candidatos para puestos en la Misión; que el Comité puede delegar en el Director de la Misión aquellas funciones que parezca apropiado; (b) que el Comité, después de consultar con los dos Gobiernos establecerá un programa de memorandum anual suplementario al presente Convenio; (c) que las obligaciones asumidas por el Gobierno de los Estados Unidos de América para servicios y equipo técnico, además de los sueldos de los sabios puestos a disposición de la Misión por el Gobierno de los Estados Unidos de América, no excederá de 10.000 dólares durante cualquier año

fiscal; y (d) que las obligaciones asumidas por el Gobierno de Nicaragua serán determinadas por lo que requiera el programa, después de una consulta con el Director de la Misión y los empleados competentes del Gobierno de Nicaragua.

6. Ninguna propiedad transferida a la posesión de la Misión para la Estación experimental agrícola establecida por el Convenio efectuado por cambio de notas firmadas en Washington el 12 y 27 de Octubre de 1942, o que en cualquier tiempo futuro llegue a ser propiedad de la Misión podrá ser cedida o vendida a cualquiera institución pública o privada o a cualquier individuo, hasta que tal propiedad haya sido declarada como propiedad sobrante por el Director, y entonces el método de venta o cesión será de acuerdo con las reglas del Gobierno que tenga derecho a dicha propiedad. La posesión de todas las propiedades y equipos de la Misión pasará al Gobierno de Nicaragua cuando el presente Convenio haya terminado legalmente, exceptuando el equipo o equipos que pertenezcan o que hayan sido provistos por el Gobierno de los Estados Unidos de América el cual quedará siendo propiedad de este Gobierno para disponer de él de acuerdo con sus reglas y reglamentaciones a que corresponda.

7. Cualquier invención que resultara del trabajo cooperativo llevado a cabo bajo el presente Convenio y hecho conjuntamente por un empleado o empleados del Gobierno de los Estados Unidos de América y un empleado o empleados del Gobierno de Nicaragua, o empleados conjuntos de los dos Gobiernos, será publicado en su totalidad ya sea por la prensa o por su patente. A la opción de cada uno de los dos Gobiernos, cualquiera de tales patentes será (a) o dedicada al libre uso del pueblo en su territorio o (b) asignada a tal Gobierno bajo la base de una licencia no exclusiva revocable y de libre porcentaje dentro de su territorio. En todo caso en que se desea obtener una patente en cualquier otro país que no sean los Estados Unidos de América o Nicaragua la cesión de las mismas se hará bajo una base de mutuo convenio.

8. Los detalles administrativos que se relacionan con el manejo de la Misión, no inconsistentes con los términos del presente Convenio, se resolverán por arreglos efectuados por medio de comunicaciones entre el Director de la Misión y un empleado autorizado del Gobierno de Nicaragua.

9. El Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua convienen mutuamente en que el presente Convenio reemplazará en todo respecto al Convenio relativo al establecimiento y manejo de una Estación agrícola experimental en Nicaragua efectuado por cambio de notas firmadas en Washington en los días 12 y 27 de Octubre de 1942.

10. El presente Convenio permanecerá en vigor por un período de 10 años a menos que el Gobierno de cada país deje de suministrar los fondos necesarios para su ejecución, en cuyo evento podrá terminarse después de 60 días de un aviso dado por cada Gobierno.

Así mismo manifiesta Vuestra Señoría que la respuesta favorable del Gobierno de Nicaragua y la nota que me honro en contestar constituye un Convenio entre los dos Gobiernos para el establecimiento de la Misión indicada, entrando en vigor en la fecha de la nota de esta Cancillería.

Mi Gobierno agradece profundamente la cooperación que el Ilustrado de Vuestra Señoría ofrece prestar a nuestro país para el establecimiento de la indicada Misión Agrícola Técnica en Nicaragua, aceptando, en consecuencia, el mencionado Convenio en la forma referida que ha sido propuesto.

Muy complacido aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi muy distinguida consideración,

OSCAR SEVILLA SACASA

Oscar Sevilla Sacasa
Ministro de Relaciones Exteriores

A Su Señoría

Don OVERTON G. ELLIS, Jr.,
Encargado de Negocios Ad-Interim
de los Estados Unidos de América,
Managua, D. N.-

Translation

REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY
FOR
FOREIGN AFFAIRS

DIPLOMATIC DEPARTMENT
ES/No. 14

MANAGUA, D. N., February 1, 1950.

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your courteous communication No. 5 of January 25, 1950, by which, in response to my Government's request to cooperate in the establishment and operation of a Technical Agricultural Mission in Nicaragua for the purpose of promoting the efficient production of strategic, complementary and subsistence agricultural products, you state that your Government is prepared to cooperate with that of Nicaragua in the establishment and operation of the said Mission in accordance with the following prin-

ciples and procedures of which I transcribe below a Spanish translation:

[For the English language text of the note, see *ante*, p. 772.]

Your Excellency also states that the favorable reply of the Government of Nicaragua and the note to which I have the honor to reply constitute an Agreement between the two Governments for the establishment of the said Mission, the Agreement to enter into force on the date of the note from this Ministry.

My Government sincerely thanks Your Excellency's Government for the cooperation it offers to our country for the establishment of the said Technical Agricultural Mission in Nicaragua, and, therefore, accepts the said Agreement in the form in which it has been proposed.

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

OSCAR SEVILLA SACASA

Oscar Sevilla Sacasa
Minister for Foreign Affairs

His Excellency

OVERTON G. ELLIS, Jr.

Chargé d'Affaires ad interim
of the United States of America,
Managua, D. N.

HAITI

COOPERATIVE FOOD PRODUCTION PROGRAM

TIAS 2154
Sept. 18, 27,
1950

Agreement effected by exchange of notes signed at Port-au-Prince September 18 and 27, 1950; entered into force September 29, 1950; operative retroactively from June 30, 1950.

The American Ambassador to the Haitian Secretary of State for Foreign Relations

AMERICAN EMBASSY,
PORT-AU-PRINCE, HAITI
No. 798
September 18, 1950

EXCELLENCY:

I have the honor to refer to Note No. AC-E-4:165 of November 16, 1949, from the Secretary of State for Foreign Relations [¹] suggesting the consideration by our respective Governments of an extension of the cooperative program of agriculture in Haiti in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America, providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the programs which The Institute of Inter-American Affairs is conducting in cooperation with governments of the American republics, has provided your Government and mine with a suitable occasion for a review of the cooperative program of agriculture in Haiti in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative program of agriculture in which our respective Governments are engaged 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. My Government is as gratified as is yours to note the progress resulting from this cooperative program, especially in the Artibonite Valley, Fonds Parisien, San Raphael, at Damien, and in the areas served by the agricultural extension agents.

Period of proposed extension.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees with the Government of Haiti that an extension of the program beyond its present termination date of June 30, 1950, would be desirable. Accordingly, I have been authorized by my Government to propose

¹ Not printed.

that it continue its participation in the program for a period of five years, from June 30, 1950 through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period from June 30, 1951, through June 30, 1955.

It is understood that, during the period from June 30, 1950 through June 30, 1951, my Government will make a contribution of \$100,000, in the currency of the United States of America, to the Service Coopératif Inter-Américain de Production Agricole, for use in carrying out project activities of the program, on the condition that your Government will contribute to the Service for the same purposes the sum of G1,500,000, in the currency of the Republic of Haiti. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Food Supply Field Staff who are maintained by it in Haiti for the purposes of the cooperative program. The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program from June 30, 1951 through June 30, 1955; if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Agriculture and The Institute of Inter-American Affairs.

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, which shall come into force on the date of signature of an agreement by the Secretary of State for Agriculture of Haiti and by a representative of The Institute of Inter-American Affairs [¹] embodying the technical details of the extension.

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

Wm E DeCOURCY

His Excellency

Colonel ANTOINE LEVELT

Secretary of State for Foreign Relations

Port-au-Prince.

Contributions by
U. S. and Haiti.

Entry into force.

¹ Sept. 29, 1950.

The Haitian Secretary of State for Foreign Relations to the American Ambassador

SECRÉTAIRERIE D'ETAT
DES
RELATIONS EXTÉRIEURES
SG/A-3 : 2102

RÉPUBLIQUE D'HAÏTI
Port-au-Prince, le 27 Septembre 1950.

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la Note de Votre Excellence en date du 18 Septembre en cours au No. 798, dont les termes traduits en français sont les suivants :

"J'ai l'honneur de me référer à la Note No. AC/E-4 : 165 en date du 16 Novembre 1949, par laquelle le Secrétaire d'Etat des Relations Extérieures suggère que nos Gouvernements respectifs envisagent une prorogation du programme coopératif agricole à l'exécution duquel participent l'Institut des Affaires Interaméricaines et votre Gouvernement.

"La Législation récemment adoptée par le Congrès des Etats Unis d'Amérique, prévoyant la participation de mon Gouvernement à un programme d'assistance technique pour le développement économique, communément désigné sous l'appellation de "Point Quatre" du Programme du Président Truman et également la continuation jusqu'au 30 Juin 1955 des programmes que l'Institut des Affaires Interaméricaines exécute en collaboration avec des Gouvernements des Républiques Américaines, a fourni à votre Gouvernement et au mien une occasion convenable pour reviser le programme coopératif agricole appliqué en Haïti afin d'en reconsiderer les buts et d'en évaluer les réalisations. Comme Votre Excellence le sait, le but du programme coopératif agricole dont nos Gouvernements respectifs poursuivent l'exécution est d'augmenter le bien-être général des populations de nos pays respectifs et de resserrer encore davantage les liens d'amitié et de compréhension qui les unissent. Mon Gouvernement constate, avec autant de satisfaction que le vôtre, les progrès résultant de ce programme coopératif, spécialement dans la Vallée de l'Artibonite, à Fonds Parisien, à Saint Raphael, à Damiens et dans les endroits où travaillent les Agents de l'extension agricole du Service coopératif.

"Considérant donc les avantages mutuels que tirent nos Gouvernements respectifs de ce programme, mon Gouvernement convient avec le Gouvernement Haïtien qu'une prorogation du programme au delà de sa date actuelle d'expiration du 30 Juin 1950 serait désirable. En conséquence, j'ai été autorisé par mon Gouvernement à proposer la continuation de sa participation au programme pendant une durée de cinq années, du 30 Juin 1950 au 30 Juin 1955, autant que nos

Gouvernements respectifs seront en mesure de disposer de fonds à cette fin pour la période allant du 30 Juin 1951 au 30 Juin 1955.

“Il est entendu que, pendant la période s'étendant du 30 Juin 1950 au 30 Juin 1951, mon Gouvernement versera une contribution de \$100.000.00, en monnaie légale des Etats Unis d'Amérique, au Service Coopératif Interaméricain de Production Agricole destinée à l'exécution des projets mentionnés au programme, à la condition que votre Gouvernement fasse au Service, aux mêmes fins, une contribution s'élevant à la somme de Gdes. 1.500.000.00 en monnaie légale de la République d'Haiti. Mon Gouvernement rendra aussi disponibles, pendant la même période, des fonds qui seront administrés directement par lui pour le paiement des salaires et autres frais des membres du haut personnel de la Food Supply maintenus par lui en Haïti pour la réalisation des buts du programme coopératif.

“Les valeurs mentionnées ci-dessus viendront en addition à la contribution déjà mentionnée et rendue disponible par les parties pour l'exécution de ce programme. Les fonds que chaque Gouvernement apportera comme contribution et rendra disponibles pour la continuation du programme du 30 Juin 1951 au 30 Juin 1955, si des affectations sont faites plus tard à cette fin et rendues disponibles, feront chaque année l'objet d'accords subséquents.

“Si la prorogation proposée sur la base sus indiquée est trouvée acceptable par votre Gouvernement, j'apprécierais que Votre Excellence me fasse avoir son assentiment à cet égard aussi tôt que possible afin que les fonctionnaires du Ministère de l'Agriculture ainsi que ceux de l'Institut des Affaires Interaméricaines puissent travailler à la mise au point des détails techniques de cette prorogation.

“Le Gouvernement des Etats Unis d'Amérique considérera la présente Note et votre Note-réponse comme constituant un accord entre nos deux Gouvernements, lequel accord entrera en vigueur à la date de la signature d'un contrat par le Secrétaire d'Etat de l'Agriculture d'Haïti et par un Représentant de l'Institut des Affaires Interaméricaines, réglementant les détails techniques de la prorogation.

“Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma très haute et de ma très distinguée considération.

S) William Earl DeCOURCY”

En réponse, j'ai l'honneur d'informer Votre Excellence que le Gouvernement d'Haïti accepte les propositions faites dans la Note ci-dessus et, conformément à la suggestion qui y est contenue, cette Note et cette Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord entrera en vigueur à la date de la signature d'un contrat par le Secrétaire d'Etat

de l'Agriculture et par un Représentant de l'Institut des Affaires Interaméricaines, réglementant les détails techniques de la prorogation.

Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma très haute et distinguée considération.

A. LEVELT

Son Excellence

Monsieur WILLIAM EARL DECOURCY,

Ambassadeur Extraordinaire et

Plénipotentiaire des Etats Unis d'Amérique.

Port-au-Prince.

Translation

MINISTRY OF STATE
FOR
FOREIGN RELATIONS

SG/A-3 : 2102

REPUBLIC OF HAITI

Port-au-Prince, September 27, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 798, dated the 18th of this month, the terms of which, translated into French, are as follows:

[For the English language text of this note, see *ante*, p. 780.]

In reply, I have the honor to inform Your Excellency that the Government of Haiti accepts the proposals made in the above note and, in conformity with the suggestion contained therein, that note and this reply will be considered as constituting an agreement between our two Governments, which agreement will take effect at the date of signature of a contract by the Secretary of State for Agriculture and by a representative of the Institute of Inter-American Affairs embodying the technical details of the extension.

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

A. LEVELT

His Excellency

Mr. WILLIAM EARL DECOURCY,

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

Port-au-Prince.

IRELAND

FRIENDSHIP, COMMERCE AND NAVIGATION

Treaty and protocol signed at Dublin January 21, 1950; ratification advised by the Senate of the United States of America July 6, 1950; ratified by the President of the United States of America July 26, 1950; ratified by Ireland September 13, 1950; ratifications exchanged at Dublin September 14, 1950; proclaimed by the President of the United States of America December 15, 1950; entered into force September 14, 1950. And minutes of interpretation.

TIAS 2155
Jan. 21, 1950

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 Ireland, together with a protocol relating thereto, was signed by their respective plenipotentiaries at Dublin on January 21, 1950, the originals of which treaty and protocol, in the English language, are word for word as follows:

T R E A T Y
of
FRIENDSHIP, COMMERCE AND NAVIGATION
between
THE UNITED STATES OF AMERICA
and
IRELAND.

Dublin, January 21, 1950.

**TREATY
of
FRIENDSHIP, COMMERCE AND NAVIGATION
between
THE UNITED STATES OF AMERICA
and
IRELAND.**

The United States of America and Ireland, 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 cognisant of the contributions which may be made toward these ends by arrangements establishing mutual rights and privileges and promoting mutually advantageous commercial intercourse, have resolved to conclude a Treaty of Friendship, Commerce and Navigation based in general upon the principles of national and of most-favoured-nation treatment unconditionally accorded, and for that purpose have appointed as their Plenipotentiaries:

The President of the United States of America:

George A. Garrett, Envoy Extraordinary and Minister 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 full powers found to be in due form, have agreed upon the following Articles:

ARTICLE I.

Entry and sojourn.
Post, p.803.

1. Nationals of either Party shall be permitted to enter the territories of the other Party: (a) for the purpose of carrying on trade between the territories of the two Parties and for the purpose of en-

gaging in related commercial activities, and to remain therein for such purposes, upon terms no less favourable than those accorded to nationals of any third country who are permitted entry for the purpose of carrying on trade between the territories of such other Party and the territories of such third country and of engaging in related commercial activities; and (b) for other purposes subject to compliance with the relevant laws and regulations applicable 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; and (e) to gather and to transmit material for dissemination to the public abroad, and otherwise 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.

Post, p.808.

Post, p.808.

ARTICLE II.

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.

Protection and security of nationals.

2. If, within the territories of either Party, a national of the other Party is accused of crime and taken into custody, the diplomatic representative or nearest 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 defence; and (d) enjoy all means reasonably necessary to his defence.

ARTICLE III.

1. Nationals of either Party shall, except as otherwise provided in paragraph 2 of the present Article, be exempt from compulsory service in the armed forces of the other Party and shall also be exempt from all contributions in money or in kind imposed in lieu thereof.

Exemption from service in armed forces: exceptions.
Post, pp. 803, 808.

2. The foregoing paragraph shall not apply when both Parties are, through armed action against the same third country, in connection with which there is general compulsory service, concurrently

conducting hostilities or enforcing measures in pursuance of obligations for the maintenance or restoration of international peace and security. However, in this event, nationals of either Party in the territories of the other Party who have not lawfully declared their intention to acquire the nationality of the latter, shall be exempt from service in its armed forces if, within a reasonable period of time, they elect in lieu thereof to serve in the armed forces of the Party of which they are nationals; and the Parties will make the necessary arrangements for that purpose.

ARTICLE IV.

Injury or death
benefits; employment
benefits.

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 (a) establish a right of recovery for injury or death, or that (b) 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 person on whom such support had depended.

ARTICLE V.

Capital, skills, and
technology.

Each Party shall at all times accord equitable treatment to the capital of nationals and companies of the other Party. Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests 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. Neither Party shall deny appropriate opportunities and facilities for the investment of capital by nationals and companies of the other Party; nor shall either Party unreasonably impede nationals and companies of the other Party from obtaining on equitable terms the capital, skills and technology it needs for its economic development.

ARTICLE VI.

National treatment
to economic and cul-
tural activities.

1. Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment with respect to:

- (a) engaging in commercial, manufacturing, processing and financial activities, subject to paragraph 4 of the present Article, and in publishing, scientific, educational, religious, philanthropic and professional activities, except the practice of law;
- (b) obtaining and maintaining patents of invention, and rights in trade marks, trade names, trade labels, and industrial property of all kinds;
- (c) having access to the courts of justice and to administrative tribunals and agencies, in all degrees of jurisdiction, both in pursuit and in defence of their rights; and
- (d) employing attorneys, interpreters and other agents and employees of their choice.

Post, p. 808.

2. Nationals and companies of either Party shall be accorded within the territories of the other Party the right to organize, control and manage companies for engaging in commercial, manufacturing and processing activities, subject to paragraph 4 of the present Article, and in scientific, educational, religious and philanthropic activities. Companies, controlled by nationals and companies of either Party and created or organized under the applicable laws and regulations within the territories of the other Party for engaging in the aforementioned activities, shall be accorded national treatment therein with respect to such activities.

Right to organize,
control, and manage
companies.

3. Nationals and companies of either Party shall further be accorded, within the territories of the other Party, most-favoured-nation treatment with respect to:

- (a) the matters referred to in paragraphs 1 and 2 of the present Article; and
- (b) engaging in the practice of law and in fields of economic and cultural activities in addition to those enumerated in subparagraph (a) of paragraph 1 of the present Article.

Post, p. 804.

4. Taking cognizance of existing economic policies which Ireland considers necessary to furthering her essential interests, the Parties agree that Ireland may continue the application of measures that regulate, in a manner that departs from the treatment prescribed in paragraphs 1 (a) and 2 of the present Article, the establishment of manufacturing, processing and insurance enterprises and the acquisition of ownership interests in such enterprises. If after the expiration of four years from the date the present Treaty enters into force the United States of America considers that the application of such measures departs in an unjustifiable manner from the treatment prescribed in such paragraphs, the Parties shall consult with a view to seeking an adjustment. If differences of views are not adjusted by

Exception.
Post, p. 809.

such consultation, the United States of America shall then have the right to terminate the present Treaty by giving 90 days' written notice.

ARTICLE VII.

Acquisition, ownership, and disposition of property.
Post, p. 809.

Post, p. 809.

Limitation.

1. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to acquiring all kinds of property by testate or intestate succession or through judicial process. Should they because of their alienage be ineligible to continue to own any such property, they shall be allowed a reasonable period in which to dispose of it, in a normal manner at its market value. In the case of ships and shares therein, however, a specially limited period may be prescribed.

2. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to acquiring, by purchase, lease or otherwise, and with respect to owning and disposing of, personal property of all kinds, both tangible and intangible. However, each Party may limit or prohibit, in a manner that does not impair rights and privileges secured by Article VI, paragraph 2, or by other provisions of the present Treaty, alien ownership of particular materials that are dangerous from the standpoint of public safety and alien ownership of interests in enterprises carrying on particular types of activities.

3. Except as provided in paragraph 1 of the present Article, the ownership of real property within the territories of each Party shall be subject to the applicable laws therein. Nationals and companies of either Party shall, however, be permitted to possess and occupy real property within the territories of the other Party, incidental to or necessary for the enjoyment of rights secured by the provisions of the present Treaty.

ARTICLE VIII.

Protection and security of property.

Payment of compensation.
Post, pp. 804, 809.

1. 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.

2. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party, in no case less than that required by international law. Such property shall not be taken without the prompt payment of just and effective compensation. Nationals and companies of either Party shall be permitted to withdraw from the territories of

the other Party the whole or any portion of such compensation, and to this end shall be permitted to obtain exchange in the currency of their own country freely at a rate of exchange that is just and reasonable.

3. Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national and most-favoured-nation treatment with respect to the matters set forth in the present Article. Moreover, enterprises in which nationals and companies of either Party have a substantial interest shall be accorded, within the territories of the other Party, not less than national and most-favoured-nation treatment in all matters relating to the taking of privately owned enterprises into public ownership and the placing of such enterprises under public control.

ARTICLE IX.

1. Nationals and companies of either Party shall not be subjected to the payment of internal taxes, fees and 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 the other Party:

Equality of taxes,
etc.

- (a) more burdensome than those borne by nationals, residents and companies of any third country;
- (b) in the case of persons resident or engaged in business within the territories of such other Party and of companies engaged in business therein, more burdensome than those borne by nationals and companies of such other Party, except as to taxes in connection with the acquisition of real property (including estates and interests therein).

2. In the case of companies of either Party engaged in business within the territories of the other Party, and in the case of nationals of either Party engaged in business within the territories of the other Party but not resident therein, such other Party shall not impose or apply any internal 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.

3. Each Party, however, reserves the right to: (a) extend specific advantages as to taxes, fees and charges to nationals, residents and companies of all foreign countries on the basis of reciprocity; (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 non-resident nationals and to residents of contiguous countries more favourable exemptions of a personal nature than are accorded to other non-resident persons.

ARTICLE X.

Arbitration of controversies.

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 XI.

Treatment of commercial travelers.

Commercial travellers 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-favoured-nation treatment in respect of the customs and other matters, including, subject to the exceptions in paragraph 3 of Article IX, taxes and charges applicable to them, their samples and the taking of orders.

ARTICLE XII.

Duties and charges.

1. With respect to customs duties and charges of any kind imposed on or in connection with importation or exportation, with respect to the method of levying such duties and charges, with respect to all rules and formalities in connection with importation and exportation, and with respect to all other matters relating to the customs, each Party shall accord most-favoured-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.

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 non-commercial nature or in the interest of preventing deceptive or unfair practices, arbitrarily discriminates in favour 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 and most-favoured-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.

Post, p. 809.

Post, p. 804.

"Products of".

1. Each Party shall promptly publish laws, regulations and administrative rulings of general application necessary to enable the other Party, as well as traders of both Parties, to become acquainted with provisions in relation to the classification or valuation of articles for customs purposes, to rates of duty, taxes or other charges, and to requirements, restrictions or prohibitions on imports or exports or on the transfer of payments therefor; and shall administer such laws, regulations and rulings in a uniform, impartial and reasonable manner.

Publication of laws,
regulations, etc.
Post, p. 809.

Fines and penalties; appeal.

2. Each Party shall provide some administrative or judicial procedure under which nationals and companies of the other Party, and importers of products of such other Party, shall be permitted to appeal against fines and penalties imposed upon them by the customs authorities, confiscations by such authorities and rulings of such authorities on questions of customs classification and valuation. 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 XIV.

Purchases and sales.

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.

Post, p. 804.

Consultation respecting business practices.

1. The two Parties agree that business practices 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 may have harmful effects upon commerce between their respective territories. Accordingly, each Party agrees upon the request of the other Party to consult with respect to any such practices and to take such measures as it deems appropriate with a view to eliminating such harmful effects.

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 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.

Post, p. 809.

ARTICLE XVI.

1. Products of either Party shall be accorded, within the territories of the other Party, national and most-favoured-nation treatment in all matters affecting internal taxation and sale, distribution, storage and use.

Products; internal
taxation, sale, distri-
bution, etc.

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 favourable than that accorded to like Articles of national origin by whatever person or company produced, in all matters affecting exportation, taxation and sale, distribution, storage and use.

ARTICLE XVII.

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,

Control of financial
transactions.

dealings in foreign exchange or other financial arrangements, regardless of the purpose or nature of such payments and transfers.

Post, p. 804.

2. Financial transactions between the territories of the two Parties shall be accorded by each Party treatment no less favourable than that accorded to like transactions between the territories of that Party and the territories of any third country.

Post, p. 810.

3. Nationals and companies of either Party shall be accorded by the other Party national and most-favoured-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.

Post, p. 804.

4. In general, any control imposed by either Party over financial transactions shall 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.

Post, p. 810.

5. If either Party applies exchange restrictions it shall promptly make reasonable provision for the withdrawal of compensation referred to in Article VIII, paragraph 2, of the present Treaty, the withdrawal of earnings, whether in the form of salaries, interest, dividends, commissions, royalties or otherwise, as well as of amounts for amortization of loans, and for capital withdrawals. Either Party applying exchange restrictions shall afford the other Party adequate opportunity at any time for consultation regarding such provision and other matters affecting withdrawals.

ARTICLE XVIII.

Freedom of commerce and navigation.
Post, p. 805.

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 and most-favoured-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.

Post, p. 804.

4. Vessels of either Party shall be accorded national and most-favoured-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 favourable 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.

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.

"Vessels."

ARTICLE XIX.

There shall be freedom of transit through the territories of each Party by the routes most convenient for international transit:

*Freedom of transit
Post*, p. 805.

- (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 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 I, and to non-discriminatory regulations necessary to prevent abuse of the transit privilege.

ARTICLE XX.

1. The present Treaty shall not preclude the application of measures:

Measures not precluded, etc.

- (a) regulating the importation and exportation of gold and silver;
- (b) relating to fissionable materials, to radio-active by-products of the utilization or processing thereof, and to materials that are the source of fissionable materials;
- (c) regulating the production of and traffic in arms, ammunition and implements of war, and traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;

- (d) necessary to fulfil the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests;
- (e) necessary to fulfil the obligations of a Party as a neutral in time of war;
- (f) denying the advantages of the present Treaty, except with respect to recognition of juridical status and access to the courts, to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly a controlling interest.

2. 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 dated at Geneva on 30th October, 1947, or the Havana Charter for an International Trade Organisation [¹] during such time as such Party is a contracting party to the General Agreement or is a member of the International Trade Organisation. Similarly, the most-favoured-nation provisions of the present Treaty shall not apply to special advantages accorded by virtue of the aforesaid Agreement or Charter.

3. The most-favoured-nation provisions of the present Treaty relating to the treatment of goods shall not apply to advantages accorded: (a) 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), by Ireland to members of the British Commonwealth of Nations and their dependent territories. However, so long as the United States of America may be obligated by the General Agreement on Tariffs and Trade or the Havana Charter for an International Trade Organisation not to increase preferences, the advantages referred to in the present paragraph shall be no greater than those in force on the date of signature of the present Treaty, or provided for in Article 11, paragraph 3, of the trade agreement between Ireland and the United Kingdom signed April 25, 1938. [²]

Post, p. 805.

Limitations.

4. The present Treaty does not accord any rights to engage in political activities.

¹ Department of State publication 3117.

² Ireland, Treaty Series, 1938 (No. 1).

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.

ARTICLE XXI.

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favourable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of such Party.

"National treatment."

2. The term "most-favoured-nation treatment" means treatment accorded within the territories of a Party upon terms no less favourable 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.

"Most-favored-nation treatment."

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 created or organized 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.

"Companies."

4. National treatment accorded under the provisions of the present Treaty to companies of Ireland 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 XXII.

Except as may be otherwise provided, the territories to which the present Treaty extends shall comprise all areas of land and water under the jurisdiction or authority of either of the Parties, other than the Panama Canal Zone, and other than the Trust Territory of the Pacific Islands except to the extent that the President of the United States of America shall by proclamation extend provisions of the Treaty to such Trust Territory.

Territorial application.
Post, p. 810.

ARTICLE XXIII.

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 amicable means.

Disputes.

ARTICLE XXIV.

Agreements replaced by Treaty.

8 Stat. 228; 18 Stat., pt. 2, p. 292.
8 Stat. 361; 18 Stat., pt. 2, p. 311.

20 Stat. 703.

31 Stat. 1939, 1940.

The present Treaty shall replace the following agreements concluded between the United States of America and the United Kingdom of Great Britain and Ireland, insofar as the provisions thereof are in force between the United States of America and Ireland: convention of commerce and navigation, signed at London, July 3, 1815, as continued in force by the convention signed at London, August 6, 1827; declaration affording reciprocal protection to trade-marks signed at London, October 24, 1877; and convention relating to the tenure and disposition of real and personal property, signed at Washington, March 2, 1899, except Article III thereof. Either Party may, by giving one year's written notice to the other Party, terminate the aforesaid Article III as between the two Parties.

ARTICLE XXV.

Ratification.

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Dublin as soon as possible.

Entry into force, duration.

2. The present Treaty shall enter into force on the day of exchange of ratifications and, subject to the provisions of Article VI, paragraph 4, shall remain in force for ten years and thereafter until terminated in accordance with paragraph 3 of the present Article.

Termination.

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 language, at Dublin this twenty-first day of January, one thousand nine hundred and fifty.

GEORGE A. GARRETT

[SEAL]

SEÁN MACBRIDE

[SEAL]

PROTOCOL

At the time of signing the Treaty of Friendship, Commerce and Navigation between the United States of America and Ireland, the undersigned Plenipotentiaries, duly authorised by their respective Governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

Additional provisions.

Aliens intending gainful employment in Ireland.
Ante, p. 788.

Advantages extended nationals of third countries.

Military service.

"Access to the courts."

1. The provisions of paragraph 1 (a) of Article I shall not be construed to affect the policy of Ireland of requiring that aliens intending to be gainfully employed in Ireland may be permitted entry only if the appropriate employment permits have been granted. However, in keeping with the terms of that subparagraph, the alien employment permits and registration systems of Ireland shall be applied in a liberal fashion with respect to persons occupying responsible positions in American undertakings carrying on trade between the two countries or possessing particular skills necessary for the efficient operation of such undertakings.
2. Notwithstanding the provisions of Article I, paragraph 1 (a), either Party may extend to nationals of third countries special advantages, on the basis of reciprocity, as to requirements concerning travel documentation.
3. The exemption from compulsory military service referred to in paragraph 1, Article III, shall not apply to nationals of either Party who are also nationals of the other Party and who for the time being are within the jurisdiction of such other Party.
4. The term "access to the courts" is used in Article VI, paragraph 1 (c), without prejudice to the right of a court of either Party to order a company of the other, suing or applying to it, to give security for costs where such company fails to show that it has substantial available and sufficient assets within the jurisdiction of such court. Moreover, when a company of either Party is plaintiff in a court of the other, it may be required, in its writ of summons, to give its address, which must be that of its domicile or residence, and not merely that of its place of business.
5. It is understood that companies of either Party not engaged in activities within the territories of the other Party shall enjoy access to the courts therein, under Article VI, paragraph 1 (c), without

any requirement of registration or domestication.

6. The provisions of Article VI, paragraph 3 (b), shall not apply to mining activities.

7. The provisions of Article VIII, paragraph 2, 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.

Control of foreign exchange.

8. Either Party, subject to any obligations it may have as a member of the International Monetary Fund, may deal with a stringency of foreign exchange by adopting all such measures of exchange control as may be necessary from time to time in a manner which departs from the provisions of paragraphs 2 and 4 of Article XVII. 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 non-discriminatory 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 XII, paragraph 2 (b) and 2 (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 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.

Application of quantitative restrictions.

9. The provisions of Article XII, paragraph 2 (b) and 2 (c), shall not obligate either Party with respect to the application of quantitative restrictions on exports necessary to secure, during the postwar transition period, the equitable distribution among the several consuming countries of goods in short supply.

10. The provisions of Article XIV, paragraph 2 (b) and 2 (c), and of Article XVIII, paragraph 4, shall not apply to postal services.

Application of tax differentials by Ireland.

11. Notwithstanding any national treatment provision of the Treaty, Ireland may continue to apply: (a) the differential in the annual road tax in favour of automobiles assembled in Ireland, from parts of whatever origin; and (b) the rebate in the tax on leaf tobacco used in plants controlled by resident Irish nationals. Ireland shall afford opportunity to the United States of America to consult with regard to any proposed increase in the presently existing margin of differential in respect of either of the foregoing.

12. Conformable with the principle that treaty commitments are to be construed in the light of international law, the right of refuge of war vessels in time of war (Article XVIII) is subject to the generally recognised rules of neutrality. Moreover, nothing in Article XIX shall operate to confer at any time on the members of the armed forces, on active service or in uniform, of either Party, or on the warlike stores of either Party, rights of entry or transit to or through the territories of the other Party inconsistent with the recognised rules of international comity.

13. The provisions of Article XX, paragraph 3 (a), shall apply in the case of Puerto Rico regardless of any change that may take place in its political status.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed hereunto their Seals.

DONE in duplicate, in the English language, at Dublin, this twenty-first day of January, one thousand nine hundred and fifty.

GEORGE A. GARRETT

[SEAL]

SEÁN MACBRIDE

[SEAL]

Recognition of rules
of international
comity.

Treatment of Puerto
Rico.

WHEREAS the Senate of the United States of America by their resolution of July 6, 1950, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty, together with the protocol relating thereto;

WHEREAS the said treaty and protocol were ratified by the President of the United States of America on July 26, 1950, in pursuance of the aforesaid advice and consent of the Senate, and have been duly ratified on the part of Ireland; [1]

WHEREAS the respective instruments of ratification of the said treaty and protocol were duly exchanged on September 14, 1950;

AND WHEREAS it is provided in Article XXV of the said treaty that the treaty shall enter into force on the day of the exchange of ratifications, and it is provided in the said protocol that the provisions thereof shall be considered integral parts of the said treaty;

Now, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said treaty and the said protocol to the end that the same 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 fifteenth day of December
in the year of our Lord one thousand nine hundred fifty
[SEAL] and of the Independence of the United States of America
the one hundred seventy-fifth.

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

¹ Sept. 13, 1950.

MINUTES OF INTERPRETATION
concerning
Treaty of Friendship, Commerce and Navigation
between
the United States of America
and
Ireland,
signed at Dublin, January 21, 1950.

MINUTES OF INTERPRETATION
concerning
Treaty of Friendship, Commerce and Navigation
between
the United States of America
and
Ireland,
signed at Dublin, January 21, 1950.

Post, p. 810.

The following notes record the common understanding of the representatives of the United States of America and Ireland with regard to certain questions of interpretation that arose during the course of negotiating the provisions of the Treaty of Friendship, Commerce and Navigation between the two countries, signed this day :-

Ante, p. 789.

Ad Article I, paragraph 2 (e) —

The word "material" is not limited to that intended for printed publication, but includes material for radio, photographic and other uses.

Ad Article I, paragraph 3 —

This provision refers, *inter alia*, to provisions in the immigration laws prescribing grounds for excluding or expelling particular individuals.

Ad Article III, paragraph 1 —

Nothing in this paragraph shall be construed to prejudice the right of either Party to bar from acquiring its citizenship persons who avail themselves of the exemption therein provided.

Ad Article VI —

The word "commercial", as used in this Article, does not extend to the fields of navigation, aviation, communications or public utilities. It relates primarily, though not exclusively, to the buying and selling of goods and activities incidental thereto.

Ad Article VI, paragraph 4—

With reference to the first sentence, it is understood that acquisition of ownership interests in manufacturing and processing enterprises will not be restricted to a greater degree than required by the Control of Manufactures Acts 1932 and 1934; and that these Acts will be applied in a liberal spirit.

Ad Article VII—

The provisions of this Article are to be construed without prejudice to those policies followed by the United States Alien Property Custodian in disposing of certain formerly enemy-owned enterprises which are designed to prevent such enterprises from returning to the ultimate control, directly or indirectly, of World War II enemies of the United States.

Ad Article VII, paragraph 2—

The materials referred to include such things as firearms, explosives, poisons and habit-forming narcotics.

Ad Article VIII, paragraph 2—

The second sentence is not intended to require indemnification in cases such as confiscation of contraband and distress for non-payment of taxes or debt.

Ad Article XII, paragraph 2 (a)—

The word "sanitary" as used here and in Article XIII, paragraph 1, has reference to the protection of human, *etc.* animal or plant life or health.

Ad Article XIII, paragraph 1—

The term "administrative rulings of general application" has reference to such as are calculated to enable traders to have the information they legitimately need in order that they may plan their business with foresight. The term is not intended to apply to rulings having to do merely with the internal functioning of the public administration.

Ad Article XV, paragraph 3—

Nothing in this Treaty shall be construed to supersede any provision of the reciprocal arrangement between the United States and Ireland for relief from double income tax on shipping profits effected by an exchange of Notes signed August 24, 1933 and January 9, 1934.

Ad Article XVII, paragraph 3—

This paragraph refers to the treatment granted to nationals and companies of either Party under such exchange restrictions as may be enforced from time to time by the other Party conformable with the other provisions of the present Treaty.

Ad Article XVII, paragraph 5—

It is understood that the term "reasonable provision" allows either Party, during periods of exchange stringency, to apply exchange restrictions necessary to assure the availability of foreign exchange for payments of goods and services essential to the health and welfare of its people, and also allows consideration to be given to special needs for other exchange transactions.

Ad Article XXII—

Territories under the authority of either Party merely by reason of temporary military occupation are not included.

Ad Minutes of Interpretation.

These are designed to clarify mutual intent, and do not constitute commitments altering the terms of the Treaty.

G A G.

S MacB

Dublin, January 21, 1950.

HAITI

HEALTH AND SANITATION

Agreement effected by exchange of notes signed at Port-au-Prince September 18 and 27, 1950; entered into force October 12, 1950; operative retroactively from June 30, 1950.

TIAS 2156
Sept. 18, 27,
1950

The American Ambassador to the Haitian Secretary of State for Foreign Relations

AMERICAN EMBASSY,
PORT-AU-PRINCE, HAITI

September 18, 1950

No. 799

EXCELLENCY:

I have the honor to refer to Note No. AC-E-4:165 of November 16, 1949,[¹] from the Secretary of State for Foreign Relations suggesting the consideration by our respective Governments of an extension of the cooperative health and sanitation program in Haiti in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the programs which The Institute of Inter-American Affairs is conducting in cooperation with governments of the American republics, has provided your Government and mine with a suitable occasion for a review of the cooperative health and sanitation program in Haiti in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative health and sanitation program in which our respective Governments are engaged 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. My Government is as gratified as is yours to note the many improvements in the fields of preventive medicine, health education, safe water supply, sewage disposal, health centers and other facilities and the control of communicable diseases which are resulting from this cooperative program.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees with the Government of Haiti that an extension of the program beyond its present termination date of June 30, 1950, would be desirable. Accordingly, I have been authorized by my Government to propose

¹ Not printed.

that it continue its participation in the program for a period of five years, from June 30, 1950 through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period from June 30, 1951 through June 30, 1955.

It is understood that, during the period from June 30, 1950 through June 30, 1951, my Government will make a contribution of \$85,000, in the currency of the United States of America, to the Service Coopératif Inter-Américain de Santé Publique, for use in carrying out project activities of the program, on the condition that your Government will contribute to the Service for the same purposes the sum of G1,275,000, in the currency of the Republic of Haiti. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Health and Sanitation Field Staff who are maintained by it in Haiti for the purposes of the coopérative program.

The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program from June 30, 1951 through June 30, 1955, if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of National Education and Public Health and The Institute of Inter-American Affairs.

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, which shall come into force on the date of signature of an agreement by the Secretary of State for National Education and Public Health of Haiti and by a representative of The Institute of Inter-American Affairs, [¹] embodying the technical details of the extension.

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

Wm E DeCOURCY

His Excellency

Colonel ANTOINE LEVELT

Secretary of State for Foreign Relations

Port-au-Prince.

¹ Oct. 12, 1950.

The Haitian Secretary of State for Foreign Relations to the American Ambassador

SECRÉTAIRERIE D'ETAT
DES
RELATIONS EXTÉRIEURES
SG/A-3: 2103

RÉPUBLIQUE D'HAÏTI
Port-au-Prince, le 27 Septembre 1950.

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la Note de Votre Excellence en date du 18 Septembre en cours au No. 799, dont les termes, traduits en français, sont les suivants :

"J'ai l'honneur de me référer à la Note No. AC/E-4:165 en date du 16 Novembre 1949, par laquelle le Secrétaire d'Etat des Relations Extérieures suggère que nos Gouvernements respectifs envisagent une prorogation en Haïti du programme coopératif de santé et d'assainissement à l'exécution duquel participent l'Institut des Affaires Inter-américaines et votre Gouvernement.

"La législation récemment adoptée par le Congrès des Etats Unis d'Amérique, prévoyant la participation de mon Gouvernement à un programme d'assistance technique pour le développement économique, communément désigné sous l'appellation de "Point Quatre" du Programme du Président Truman, et également la continuation jusqu'au 30 Juin 1955 des Programmes que l'Institut des Affaires Interaméricaines exécute en collaboration avec des Gouvernements des Républiques Américaines, a fourni à votre Gouvernement et au mien une occasion convenable pour reviser le programme coopératif de santé et d'assainissement appliqué en Haïti afin d'en reconsidérer les buts et d'en évaluer les réalisations. Comme Votre Excellence le sait, le but du programme coopératif de santé et d'assainissement dont nos Gouvernements respectifs poursuivent l'exécution est d'augmenter le bien-être général des populations de nos pays respectifs et de resserrer encore davantage les liens d'amitié et de compréhension qui les unissent. Mon Gouvernement constate, avec autant de satisfaction que le vôtre, les nombreuses améliorations obtenues comme résultat de l'exécution de ce programme coopératif, dans le domaine de la médecine préventive, de la divulgarion des règles de l'hygiène, de l'approvisionnement en eau potable, de l'aménagement des égouts, des centres de santé et autres et dans le contrôle des maladies contagieuses.

"Considérant donc les avantages mutuels que tirent nos Gouvernements respectifs de ce programme, mon Gouvernement convient avec le Gouvernement haïtien qu'une prorogation du programme au delà de sa date actuelle d'expiration du 30 Juin 1950 serait désirable. En conséquence, j'ai été autorisé par mon Gouvernement à proposer la continuation de sa participation au programme pendant une durée de

cinq années, du 30 Juin 1950 au 30 Juin 1955, autant que nos Gouvernements respectifs seront en mesure de disposer de fonds à cette fin pour la période allant du 30 Juin 1951 au 30 Juin 1955.

"Il est entendu que, pendant la période s'étendant du 30 Juin 1950 au 30 Juin 1951, mon Gouvernement versera une contribution de \$85.000.00, en monnaie légale des Etats Unis d'Amérique, au Service Coopératif Interaméricain de Santé Publique, destinée à l'exécution des projets mentionnés au programme, à la condition que votre Gouvernement fasse au Service, aux mêmes fins, une contribution s'élevant à la somme de G.1.275.000.00 en monnaie légale de la République d'Haiti. Mon Gouvernement rendra aussi disponibles, pendant la même période, des fonds qui seront administrés directement par lui pour le paiement des salaires et autres frais des membres du Haut Personnel de la Mission de Santé et d'assainissement maintenus par lui en Haïti pour la réalisation des buts du programme coopératif.

"Les valeurs mentionnées ci-dessus viendront en addition à la contribution déjà mentionnée et rendue disponible par les parties pour l'exécution de ce programme. Les fonds que chaque Gouvernement apportera comme contribution et rendra disponibles pour la continuation du programmé du 30 Juin 1951 au 30 Juin 1955, si des affectations sont faites plus tard à cette fin et rendues disponibles, feront chaque année l'objet d'accords subséquents.

"Si la prorogation proposée sur la base susindiquée est trouvée acceptable par votre Gouvernement, j'apprécierais que Votre Excellence me fasse avoir son assentiment à cet égard aussi tôt que possible afin que les fonctionnaires du Ministère de l'Education Nationale et de l'Hygiène Publique ainsi que ceux de l'Institut des Affaires Inter-américaines puissent travailler à la mise au point des détails techniques de cette prorogation.

"Le Gouvernement des Etats Unis d'Amérique considérera la présente note et votre note-réponse comme constituant un accord entre nos deux Gouvernements, lequel accord entrera en vigueur à la date de la signature d'un contrat par le Secrétaire d'Etat de la Santé Publique d'Haiti et par un Réprésentant de l'Institut des Affaires Interaméricaines, réglementant les détails techniques de la prorogation.

"Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma très haute et de ma très distinguée considération.

S) William Earl Decourcy"

En réponse, j'ai l'honneur d'informer Votre Excellence que le Gouvernement d'Haïti accepte les propositions faites dans la note

ci-dessus et, conformément à la suggestion qui y est contenue, cette Note et cette Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord entrera en vigueur à la date de la signature d'un contrat par le Secrétaire d'Etat de la Santé Publique et par un Représentant de l'Institut des Affaires Interaméricaines, réglementant les détails techniques de la prorogation.

Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma très haute et distinguée considération.

A. LEVELT

Son Excellence

Monsieur WILLIAM EARL DECOURCY,
Ambassadeur des Etats Unis d'Amérique.
Port-au-Prince.

Translation

MINISTRY OF STATE
FOR
FOREIGN RELATIONS
SG/A-3 : 2103

REPUBLIC OF HAITI
Port-au-Prince, September 27, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 799, of September 18, 1950, the wording of which, translated into French, is as follows:

[For the English language text of the note, see *ante*, p. 811.]

In reply, I have the honor to inform Your Excellency that the Government of Haiti agrees to the proposals made in the foregoing note and, in accordance with the suggestion contained therein, that note and this reply will be considered as constituting an Agreement between our two Governments, which Agreement shall come into force on the date of signature of a contract by the Secretary of State for Public Health and by a representative of the Institute of Inter-American Affairs, embodying the technical details of the extension.

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

A. LEVELT

His Excellency

WILLIAM EARL DECOURCY
Ambassador of the United States of America.
Port-au-Prince.

PERU

COOPERATIVE EDUCATIONAL PROGRAM

TIAS 2160
Sept. 25, 29,
1950

Agreement effected by exchange of notes signed at Lima September 25 and 29, 1950; entered into force October 18, 1950; operative retroactively from June 30, 1950.

The American Ambassador to the Peruvian Minister for Foreign Affairs

AMERICAN EMBASSY,
Lima, September 25, 1950.

No. 2175

EXCELLENCY:

I have the honor to refer to Your Excellency's note no. (D)-6-3/148 of September 22, 1950, [1] suggesting the consideration by our respective Governments of an extension of the cooperative education program in Perú in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the programs which The Institute of Inter-American Affairs is conducting in co-operation with governments of the American republics, has provided your Government and mine with a suitable occasion for a review of the cooperative education program in Perú in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative education program in which our respective Governments are engaged 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. My Government is as gratified as is yours to note the many improvements in the fields of rural elementary education and vocational education which are resulting from this cooperative program.

Period of proposed extension.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees

¹ Not printed.

with the Government of Perú that an extension of the program beyond its present termination date of June 30, 1950, would be desirable. Accordingly, I have been authorized by my Government to propose that it continue its participation in the program for a period of five years, from June 30, 1950 through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period from July 1, 1951 through June 30, 1955.

It is understood that, during the period from June 30, 1950 through June 30, 1951, my Government will make a contribution of \$100,000.00, in the currency of the United States of America, to the Servicio Cooperativo Peruano Norteamericano de Educación for use in carrying out project activities of the program, on the condition that your Government will contribute to the Servicio for the same purposes the sum of S/.3,913,672.70, in the currency of the Republic of Perú. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Education Field Staff who are maintained by it in Perú for the purposes of the cooperative program, provided that the amount of such funds will not exceed \$125,000.00. The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program from July 1, 1951 through June 30, 1955, if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Public Education and The Institute of Inter-American Affairs.

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, which shall come into force on the date of signature of an agreement by the Minister of Public Education of Perú and by a representative of The Institute of Inter-American Affairs, [1] embodying the technical details of the extension.

Contributions of
U. S. and Perú.

Entry into force.

¹ Oct. 18, 1950.

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

HAROLD H. TITTMANN

His Excellency

Dr. MANUEL C. GALLAGHER,

Minister for Foreign Affairs,

Lima, Perú.

The Peruvian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

NUMERO (D) 6-3/152

LIMA, 29 de Setiembre de 1950.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la atenta nota de Vuestra Excelencia N° 2175, de 25 del mes en curso, en la que, con motivo de la propuesta formulada por el Ministerio de Educación Pública para que se acuerde con el Instituto de Asuntos Interamericanos la prórroga del Programa Cooperativo Peruano Norteamericano de Educación, tiene a bien transmitir el deseo de su Ilustre Gobierno para que se convenga por el presente cambio de notas el temperamento a seguirse en la renovación de dicho Programa.

En respuesta, me es grato manifestar a Vuestra Excelencia que se ha dirigido a esta Cancillería el señor Ministro de Educación Pública expresando que el Despacho a su cargo halla satisfactoria y conveniente la Prórroga del citado Programa por un período de cinco años, del 30 de Junio de 1950 al 30 de Junio de 1955, sujeto naturalmente a la disponibilidad anual de los correspondientes créditos para ambos Gobiernos y, asimismo, conviene con las sumas señaladas para el período 1950-1951 y que serán erogadas en la proporción que se establece.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL C. GALLAGHER

Al Excelentísimo señor HAROLD H. TITTMANN,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.*

Ciudad.

*Translation*MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. (D) 6-3/152

LIMA, September 29, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 2175, dated the 25th of this month, in which, in connection with the proposal made by the Ministry of Public Education that agreement be reached with the Institute of Inter-American Affairs for an extension of the Peruvian-American Cooperative Education Program, you are good enough to convey your Government's wish to stipulate through the present exchange of notes the conditions to be observed in the extension of the said Program.

In reply, I am happy to inform Your Excellency that this Ministry has been advised by the Minister of Public Education that the Office in his charge finds it satisfactory and advisable to extend the said Program for a period of five years, from June 30, 1950 through June 30, 1955, subject, of course, to the availability each year of the respective appropriations for the two Governments, and it likewise agrees to the sums indicated for the 1950-1951 period, to be distributed in the proportion fixed.

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

MANUEL C. GALLAGHER

His Excellency HAROLD H. TITTMANN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.
City.

PERU

COOPERATIVE AGRICULTURAL PROGRAM

TIAS 2161
Sept. 15, 21,
1950

Agreement effected by exchange of notes signed at Lima September 15 and 21, 1950; entered into force September 22, 1950; operative retroactively from June 30, 1950.

The American Ambassador to the Peruvian Minister for Foreign Affairs

No. 2157

AMERICAN EMBASSY,
Lima, September 15, 1950.

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 6-3/140 of September 14, 1950, [1] suggesting the consideration by our respective Governments of an extension of the cooperative program of agriculture in Perú in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the programs which The Institute of Inter-American Affairs is conducting in cooperation with governments of the American republics, has provided your Government and mine with a suitable occasion for a review of the cooperative program of agriculture in Perú in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative program of agriculture in which our respective Governments are engaged 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. My Government is as gratified as is yours to note the progress resulting from this cooperative program, including the work of the agricultural extension service and machinery pools, the insect control activities, engineering services, fisheries improvement, and livestock development.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees with the Government of Perú that an extension of the program beyond its present termination date of June 30, 1950, would be desirable.

¹ Not printed.

Accordingly, I have been authorized by my Government to propose that it continue its participation in the program for a period of five years, from June 30, 1950, through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period from January 1, 1952 through June 30, 1955.

It is understood that, during the period from June 30, 1950, through December 31, 1951, my Government will make a contribution of \$225,000.00, in the currency of the United States of America, to the Servicio Cooperativo Inter-American de Producción de Alimentos, for use in carrying out project activities of the program, on the condition that your Government will contribute to the Servicio for the same purpose the sum of S/.7,086,600.00, in the currency of the Republic of Perú. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Food Supply Field Staff who are maintained by it in Perú for the purposes of the cooperative program. The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program from January 1, 1952 through June 30, 1955, if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Agriculture and The Institute of Inter-American Affairs.

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, which shall come into force on the date of signature of an agreement by the Minister of Agriculture of Perú and by a representative of The Institute of Inter-American Affairs, embodying the technical details of the extension.

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

HAROLD H. TITTMANN

His Excellency

Dr. MANUEL C. GALLAGHER,
Minister for Foreign Affairs,
Lima, Perú.

Contributions by
U. S. and Peru.

Entry into force.

Post, p. 824.

The Peruvian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

NUMERO (D) 6-3/145

LIMA, 21 de Setiembre de 1950.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la atenta nota de Vuestra Excelencia N° 2157, de 15 del presente mes; en la que, en respuesta a la comunicación de esta Cancillería N° (D) 6-3/140, de 14 de los corrientes, tiene a bien transmitir el deseo del Gobierno de los Estados Unidos de América para que, por medio de un cambio de notas, se acuerde la celebración de un convenio entre el Gobierno del Perú, representado por el Ministerio de Agricultura, y el Instituto de Asuntos Interamericanos para cooperar con el Gobierno peruano, mediante el Servicio Cooperativo Interamericano de Producción de Alimentos (Scipa), en el incremento de la producción agropecuaria y pesquera del país.

En respuesta, me es grato manifestar a Vuestra Excelencia que el señor Ministro de Agricultura ha aceptado la propuesta que sobre el particular formulara esa Embajada y, en consecuencia, considera pártes integrantes del citado convenio tanto su estimable nota en referencia como el contenido de la presente comunicación, debiendo entrar en vigencia dicho instrumento a partir de la fecha en que sea suscrito.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia la seguridades de mi más alta y distinguida consideración.

MANUEL C. GALLAGHER

Manuel C. Gallagher

Al Excelentísimo señor HAROLD H. TITTMANN
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.-

Translation

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. (D) 6-3/145

LIMA, September 21, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 2157, dated the 15th of the present month, in which, in reply to this Ministry's communication No. (D) 6-3/140

dated the 14th instant, you are good enough to convey the desire of the Government of the United States of America to arrange, through an exchange of notes, for the conclusion of an agreement between the Government of Peru, represented by the Ministry of Agriculture, and the Institute of Inter-American Affairs for cooperation with the Peruvian Government, through the Servicio Cooperativo Interamericano de Producción de Alimentos (SCIPA), in increasing the agricultural and fishing production of the country.

In reply, I take pleasure in informing Your Excellency that the Minister of Agriculture has accepted the proposal made by your Embassy in this connection and, consequently, he considers both your note in reference and the content of the present communication to be integral parts of such agreement, the said instrument to come into force on the date of its signature.

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

MANUEL C. GALLAGHER

Manuel C. Gallagher

His Excellency HAROLD H. TITTMANN

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

City.

AGREEMENT FOR A COOPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE REPUBLIC OF PERU AND THE INSTITUTE OF INTER-AMERICAN AFFAIRS A CORPORATE AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Republic of Peru (hereinafter referred to as the "Republic"), acting through its Ministry of Agriculture (hereinafter referred to as the "Ministry") represented by Sr. Don Luis Dibós Dammert, the Minister of Agriculture (hereinafter referred to as the "Minister"), and the INSTITUTE OF INTER-AMERICAN AFFAIRS, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"), represented by John R. Neale, its Chief of Field Party, Food Supply Division (hereinafter referred to as the "Chief of Field Party") have agreed, pursuant to the request of the Republic and in accordance with the subsequent exchange of notes dated September 15, 1950 and September 21, 1950, between the American Ambassador and the Peruvian Minister for Foreign Affairs, upon the following technical details for extending and modifying the agreement between the Republic and the Institute entered into in 1943, as subsequently amended and extended, providing for a cooperative program of agriculture in Peru.

57 Stat. 1405; 58
Stat. 1484; 61 Stat.,
pt. 3, pp. 3123, 3326;
62 Stat., pt. 3, p. 3584;
63 Stat., pt. 3, p. 2747.

CLAUSE I

Objectives of program.

The objectives of this cooperative program of agriculture are:

- A. To promote and strengthen friendship and understanding between the peoples of the Republic of Peru and the United States of America and to further their general welfare;
- B. To facilitate the development of agriculture in Peru through cooperative action on the part of the parties to this agreement; and
- C. To stimulate and increase the interchange between the two countries, of knowledge, skills and techniques in the field of agriculture.

CLAUSE II

It is agreed that this cooperative program of agriculture may include:

A. The furnishing by the Institute of a field Party of specialists (hereinafter referred to as the "Field Party") to collaborate in carrying out the cooperative program of agriculture.

"Field Party".

B. The development and carrying out of activities of the following types:

1. Studies and surveys of the needs of Peru in the field of agriculture, and the resources which are available to meet these needs, and the formulation, administration and continuous adaptation of a program adequate to enable it to meet such needs.
2. The initiation and administration of projects that will effectuate the program, including activities in the fields of increasing food supply, introduction of better plant and animal varieties, soil and water conservation, agricultural extension work, introduction of better tools and methods of cultivation, improved nutrition and basic agricultural statistics;
3. Training activities in the field of agriculture;
4. The purchase of equipment, supplies and materials needed in carrying out the agricultural program in Peru provided for in this agreement.

Program activities.

C. The use of any other methods and means which may be considered appropriate for the effectuation of this cooperative program of agriculture.

CLAUSE III

The Field Party shall be of such size and composition as the Institute shall deem advisable, and shall be under the direction of the Chief of Field Party who shall be the representative in Peru of the Institute, in connection with the program covered by this Agreement.

Size, etc., of Field Party.

CLAUSE IV

A. The special technical service known as the "SERVICIO COOPERATIVO INTER-AMERICANO DE PRODUCCION DE ALIMENTOS" (hereinafter referred to as the "SCIPA") shall continue to act within the Ministry as the "Administrative Agency" for carrying out the cooperative program of agriculture. The Chief of Field Party shall continue to be the Director of the SCIPA (hereinafter called the "Director").

"SCIPA".

B. The Republic may, upon the termination of this agreement or at any time prior thereto, take such action as it shall consider necessary

"Director".

Conversion of SCIPA by Peru.

to convert the SCIPA into a permanent agency of the Ministry; provided, however, that such action shall in no way modify this agreement except as to the provisions of this Clause IV.

CLAUSE V

- Project agreements.** A. The cooperative program of agriculture shall continue to consist of individual projects. Each project shall be embodied in a written project agreement which shall be agreed upon and signed by the Minister and the Chief of Field Party, shall define the kind of work to be done, shall make the allocation of funds therefor and may contain such other matters as the parties shall desire to include. Upon substantial completion of any project, a Completion Agreement shall be drawn up and signed by the Minister and the Chief of Field Party which shall provide a record of the work done, the financial contribution made, the problems encountered and solved and related basic data.
- Completion Agreements.**
- Selection of specialists, etc.** B. The selection of Peruvian specialists, technicians and others in the field of agriculture to be sent at the expense of SCIPA to the United States of America or elsewhere in the Americas, pursuant to this program, as well as the training activities in which they shall participate, shall be determined by agreement between the Minister and the Chief of Field Party.
- General policies and administrative procedures.** C. The general policies and administrative procedures that are to govern the cooperative program of agriculture, the carrying out of projects, and the operations of SCIPA, such as the disbursement of and accounting for funds, the incurrence of obligations of the SCIPA, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the SCIPA and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Director of the SCIPA, with the concurrence of the Minister. The SCIPA and its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry and by their personnel.
- Execution of contracts, etc.** D. All contracts and other instruments and documents of the SCIPA relating to the execution of projects previously agreed upon between the Minister and the Chief of Field Party, shall be executed in the name of the SCIPA and signed by the Director. The books and records of the SCIPA relating to the cooperative program of agriculture shall be open at all times for inspection and audit by authorized representatives of the Republic and the Institute. The SCIPA shall render an annual report of its activities to the Republic and to the Institute to be signed by the Director, and other reports at such intervals as may be agreed upon by the parties hereto.
- Inspection and audit.**
- Annual report.**

E. In the interest of facilitating this cooperative program of agriculture, meetings shall be held, whenever deemed necessary by the Minister and the Chief of Field Party, between the Director and any employees of SCIPA designated by him, and such Directors within the Ministry of Agriculture as may be designated by the Minister.

Meetings to facilitate program.

CLAUSE VI

It is contemplated that the projects to be undertaken, in accordance with this agreement, will include assistance to, and cooperation with, national, departmental and local governmental agencies in Peru, as well as with organizations of a public or private character. By agreement between the Minister and the Chief of Field Party, contributions of funds, property, services or facilities by either or both parties, or by third parties, may be accepted for use in effectuating the cooperative program of agriculture, in addition to the funds, property, services and facilities required to be contributed under this Agreement.

Projects to be undertaken.

CLAUSE VII

In addition to the funds required to be contributed by them under any agreements heretofore executed by the Republic and the Institute (or its predecessor) for the cooperative program of agriculture, the parties hereto shall contribute and make available, to the extent provided below, funds for use in continuing the program during the period covered by this Agreement and in accordance with the following schedules:

Funds for program.

A. The Institute shall make available, during the period From June 30, 1950 through December 31, 1951, the funds necessary to 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 Institute 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 SCIPA.

Availability and administration of Institute funds.

B. In addition, for the period from June 30, 1950 through December 31, 1951, the Institute shall deposit to the credit of the SCIPA the sum of \$225,000.00, (two HUNDRED TWENTY FIVE THOUSAND DOLLARS) in currency of the United States of America, as follows:

Deposits by Institute.

On or before July 15, 1950	\$12,500.00
A sum of \$12,500.00 on or before the first day of each succeeding month, including December 1, 1951, which monthly payments will aggregate	\$212,500.00
Total	\$225,000.00

Deposits by Republic.

C. The Republic, for the period from June 30, 1950 through December 31, 1951, shall deposit to the credit of the SCIPA the sum of S/.7,086,600.00, (SEVEN MILLION EIGHTY SIX THOUSAND SIX HUNDRED SOLES), as follows:

On or before July 15, 1950	S/. 393,700.00
A sum of S/.393,700.00 on or before the first day of each succeeding month, including December 1, 1951, which monthly payments will aggregate	S/.6,692,900.00
Total	S/.7,086,600.00

Rate of exchange.

D. Any of the funds deposited by the Institute to the credit of the SCIPA shall be exchanged at the highest rate which, at the time the exchange is made, is available to the Government of the United States for its diplomatic and other official expenditures in Peru.

Withdrawal or expenditure of deposits.

E. Each deposit required by this Clause to be made by the parties shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party hereto during the same monthly period has been made. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor prior to the distribution provided for in Clause XIII.

Amendment of schedules for deposit.

F. The parties hereto, by written agreement of the Minister and the Chief of Field Party, may amend the schedules, for making the deposits required by this Clause VII.

Agreement on future funds.

G. The parties may later agree in writing upon the amount of the funds that each will contribute and make available for use in carrying out the program during the period from January 1, 1952 through June 30, 1955.

CLAUSE VIII**Continuing availability of balances of funds.**

Subject to the provisions of Section E of Clause VII hereof, the balances of all funds deposited to the credit of the SCIPA, pursuant to previous agreements between the Republic and the Institute (or its predecessor), as well as funds deposited to the account of the SCIPA pursuant to Clause VII of this Agreement, shall continue to be available for the cooperative program of agriculture during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties. All materials, equipment and supplies acquired for the SCIPA, shall become the property of the SCIPA and shall be used in the furtherance of this Agreement.

CLAUSE IX

The Republic, in addition to the cash contribution provided for in section C of Clause VII hereof, may, at its own expense and pursuant to agreement between the Minister and the Chief of Field Party:

Options of Republic.

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 it can conveniently provide for the said program;

C. Make available the general assistance of the other governmental agencies of the Republic for carrying out the cooperative program of agriculture.

CLAUSE X

Interest received on funds of the SCIPA and income from program operations and from the sale of property of the SCIPA and any other increment of assets of the SCIPA, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against the contribution of the Republic or of the Institute.

Interest and income.

CLAUSE XI

The Minister and the Chief of Field Party may agree to withhold in the United States of America, from the deposits to be made by the Institute to the credit of the SCIPA, the amount deemed to be necessary for the program, for payments to be made outside of Peru in U. S. Dollars. Such amounts so withheld and expended shall be considered as if deposited under the terms of this Agreement. Any funds so withheld by the Institute, not expended or obligated, shall be deposited to the credit of the SCIPA at any time, upon agreement between the Minister and the Chief of Field Party.

Amounts withheld for payments outside of Peru.

CLAUSE XII

Any of the funds or material introduced into Peru by the Institute for the purpose of the cooperative program of agriculture shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls.

Tax exemption, etc., on funds or material for program.

CLAUSE XIII

Subject to the provisions of Section E of Clause VII hereof, any funds of the SCIPA which remain unexpended and unobligated on the termination of the cooperative program of agriculture, 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 Republic and the Institute (or its predeces-

Unexpended and unobligated funds.

sor) under the Basic Agreement, as amended and extended, and in prior basic agreements, as amended and extended.

CLAUSE XIV

Rights and privileges of SCIPA personnel.

A. All rights and privileges which are enjoyed by other governmental divisions or agencies of the Republic or by their personnel, shall accrue to the SCIPA and to all its personnel, to the same extent to which they are available to such other governmental divisions or agencies or their personnel. Such rights and privileges shall include, but shall not be limited to, free postal, telegraph and telephone service, passes on railroads administered by the Republic, the right to rebates or preferential tariffs allowed by domestic companies of maritime or river navigation, air travel, telegraph, telephone, or other services, as well as exemption from excises, imposts, stamp taxes, consular charges, property taxes, and any or all other taxes.

Rights and privileges of Institute.

B. The rights and privileges referred to in Section A of This Clause XIV shall also accrue to the Institute, with respect to those of its operations which are related to, and its property which is to be used for, the cooperative program of agriculture. If necessary, in order to effectuate these rights and privileges, the Minister may appoint to positions within SCIPA, employees of the Institute, provided that, for the purposes of Section A of Clause VII hereof, they shall also be considered as employees of the Institute.

Exemption from taxes, customs duties, etc., for Institute employees.

C. All employees of the Institute engaged in carrying out the cooperative program of agriculture in Peru, who are not citizens of Peru, shall be exempt from all Peruvian income taxes and social security taxes with respect to income on which they are obligated to pay income or social security taxes to the Government of the country of which they are citizens, and from property taxes on personal property intended for their own use. Such employees shall also be exempt from the payment of customs and import duties on personal effects, equipment and supplies imported into Peru for their own use or the use of members of their families. It is understood that for the purposes of this agreement, employees of the Institute shall be considered as First Secretaries in the Diplomatic service of the United States of America, insofar as exemptions from the payment of customs and import duties are concerned.

CLAUSE XV

Immunity of Institute from suit.

The parties hereto declare their recognition that the Institute, being a corporate instrumentality of the United States of America, wholly owned, directed and controlled by 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 court of Peru, which are enjoyed by the Government of the United States of America.

CLAUSE XVI

The Republic and the Institute recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the cooperative program of agriculture, and of the actions taken in furtherance of that program, in order to strengthen the sense of common effort which is essential to the achievement of the objectives of the program. The Minister and the Chief of Field Party will continue to encourage the dissemination of such information and will continue to make it available to the media of public information.

Publicity.

CLAUSE XVII

Any right, privilege, power or duty conferred by this Agreement upon either the Minister or the Chief of Field Party may be delegated by either of them to any of his assistants, provided that each such delegate be satisfactory to the other party to this Agreement. Whether or not such delegates are named, the Minister and the Chief of Field Party shall retain the right to refer any matter directly to one another for discussion and decision.

Delegation of rights,
privileges, etc.**CLAUSE XVIII**

The Minister will take the necessary steps to obtain such legislation and executive action as may be required to carry out the terms of this agreement.

CLAUSE XIX

This Agreement may be referred to as the "Basic Agreement" and shall supersede any and all previous basic agreements and amendments and extensions of basic agreements between the Republic and the Institute (or its predecessor) respecting the cooperative program of agriculture. This agreement shall become effective as of the first day of July, 1950, and shall remain in force through June 30, 1955; provided, however, that the obligations of the parties under this agreement for the period from January 1, 1952 through June 30, 1955, 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 Clause VII-G hereof.

"Basic Agreement".

Entry into force,
duration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, in quintuplicate, in the English and Spanish languages, in Lima, Peru, this twentysecond day of September, 1950.

THE
REPUBLIC OF PERU

THE INSTITUTE
OF INTER-AMERICAN AFFAIRS

By Luis Dibos D

By J R Neale

76200-52-54

CONVENIO SOBRE UN PROGRAMA COOPERATIVO DE AGRICULTURA ENTRE LA REPUBLICA DEL PERU Y EL INSTITUTO DE ASUNTOS INTER-AMERICANOS CORPORACION FISCALIZADA DEL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

LA REPUBLICA DEL PERU (a la cual más adelante se referirá como la "República"), por intermedio de su Ministerio de Agricultura (al cual más adelante se referirá como el "Ministerio"), representado por Sr. Dn. Luis Dibós Dammert, Ministro de Agricultura (a quien más adelante se referirá como el "Ministro"), y el INSTITUTO DE ASUNTOS INTER-AMERICANOS, que es una corporación fiscalizada del Gobierno de los Estados Unidos de América (al cual más adelante se referirá como el "Instituto"), representado por John R. Neale, Jefe de su Misión de Producción Alimenticia (a quien más adelante se referirá como el "Jefe de la Misión"), han convenido, de acuerdo con el pedido formulado por la República y de conformidad con las notas cambiadas posteriormente, de fechas 15 de Setiembre, 1950 y 21 de Setiembre, 1950, entre el Embajador de los Estados Unidos y el Ministro de Relaciones Exteriores del Perú, en regirse por los siguientes detalles de orden técnico para los efectos de la renovación y modificación del convenio entre la República y el Instituto—y subsiguientes modificaciones y prórrogas—, celebrado en el año 1943 y que dispone la implantación de un programa cooperativo de carácter agrícola en el Perú.

CLAUSULA I

Los objetivos de este programa cooperativo de carácter agrícola son:

- A. Fomentar y fortalecer el espíritu de amistad y comprensión entre los pueblos de la República del Perú y de los Estados Unidos de América y promover su bienestar general;
- B. Facilitar el desarrollo de la agricultura del Perú a través de la acción cooperativa de las partes contratantes; y
- C. Estimular e incrementar el intercambio entre los dos países, de conocimientos, prácticas y técnicas en el campo agrícola.

CLAUSULA II

Queda convenido que este programa cooperativo de carácter agrícola, puede comprender:

A. El suministro por parte del Instituto, de una Misión de especialistas (a la cual más adelante se referirá como la "Misión"), que colaborará en la ejecución del programa cooperativo de carácter agrícola;

B. El desenvolvimiento y ejecución de actividades de los siguientes tipos:

1. Estudios e investigaciones sobre las necesidades del Perú en el campo agrícola, y sobre los recursos de que se dispone para cubrir esas necesidades; y la formulación, administración y continua aplicación de un programa idóneo que permita hacer frente a dichas necesidades;
2. La iniciación y administración de proyectos que harán efectivo el programa, y los cuales comprenderán actividades en materia de incremento de la producción alimenticia, introducción de mejores variedades de plantas y animales, conservación de suelos y aguas, trabajos de extensión agrícola, introducción del uso de mejores herramientas y métodos de cultivo, mejores hábitos de nutrición y estadísticas agrícolas básicas;
3. Actividades que tiendan al entrenamiento en el campo agrícola;
4. La adquisición de equipo, útiles, y materiales necesarios para la ejecución del programa agrario en el Perú, a que se contrae el presente Convenio.

C. El empleo de cualesquier otros métodos y medios que puedan considerarse apropiados para hacer efectivo este programa cooperativo de carácter agrícola.

CLAUSULA III

La Misión estará constituida por el número y tipo de especialistas que el Instituto considere conveniente y estará bajo la dirección del Jefe de la Misión, quien actuará en el Perú como representante del Instituto en lo relativo al programa materia del presente Convenio.

CLAUSULA IV

A. El servicio técnico especial conocido como el "SERVICIO COOPERATIVO INTER-AMERICANO DE PRODUCCION DE ALIMENTOS" (al cual más adelante se referirá como el "SCIPA") continuará actuando dentro del Ministerio como "Repartición" encargada de ejecutar el programa cooperativo de carácter agrícola. El Jefe de la Misión de

Producción Alimenticia continuará siendo el Director del SCIPA (a quien más adelante se llamará el "Director").

B. La República podrá, al término del presente Convenio o antes de su terminación, disponer lo conveniente para que el SCIPA adquiera carácter estable como organismo de la República, sin que este hecho modifique las obligaciones que el presente Convenio fija al Instituto.

CLAUSULA V

A. El programa cooperativo de carácter agrícola, seguirá consistiendo en proyectos específicos, que constarán de convenios escritos, aceptados y firmados por el Ministro y el Jefe de la Misión. Cada proyecto definirá la clase de trabajo que deberá realizarse, asignará los fondos necesarios y podrá contener cualquier otro asunto que las partes contratantes acuerden incluir. Al término de parte sustancial de cualquier proyecto, se formulará un Convenio de Terminación de Trabajo, que será firmado por el Ministro y el Jefe de la Misión, y constituirá una constancia de la labor efectuada, de los aportes económicos recibidos, de los problemas que se hubiesen presentado y solucionado, y otros datos pertinentes de carácter básico.

B. El Ministro y el Jefe de la Misión seleccionarán, de común acuerdo, a los especialistas, técnicos y otras personas del ramo de agricultura, que deberán ser enviados por cuenta del SCIPA a los Estados Unidos de América o a cualquier otro lugar de las Américas, en virtud de este programa, así como también las actividades en que participarán para los efectos de su entrenamiento.

C. Las normas generales y procedimientos administrativos que regirán el programa cooperativo de agricultura, la ejecución de los proyectos y las operaciones del SCIPA, la compra, uso, inventario, control y disposición de los bienes, el nombramiento y despido de funcionarios y otro personal del SCIPA, y los términos y condiciones de sus funciones, y todo otro asunto de índole administrativa, serán determinados por el Director del SCIPA, de acuerdo con el Ministro. El SCIPA y su personal gozarán de los mismos derechos y privilegios de que gozan los otros departamentos del Ministerio y su personal.

D. Todos los contratos y/o instrumentos y documentos del SCIPA, relativos a la ejecución de proyectos previamente acordados entre el Ministro y el Jefe de la Misión, se celebrarán a nombre del SCIPA y serán firmados por el Director. Los libros y registros del SCIPA relativos al programa cooperativo de agricultura, podrán en todo momento ser objeto de revisiones y auditorías por parte de representantes autorizados de la República y del Instituto. El SCIPA presentará un informe anual sobre sus actividades a la República y al Instituto, que será firmado por el Director, así como cualquier otro informe, a intervalos que acuerden las partes contratantes.

E. Para la más adecuada formulación de los proyectos y el debido conocimiento de su desarrollo, el Director celebrará reuniones periódicas con los Directores del Ministerio de Agricultura y con los funcionarios del SCIPA que el Ministro y el Jefe de la Misión señalen.

CLAUSULA VI

Se contempla que los proyectos, que deberán emprenderse en virtud del presente Convenio, comprenderán ayuda y colaboración con reparticiones públicas locales, departamentales o nacionales del Perú, así como con otros organismos de carácter público o privado. Por acuerdo entre el Ministro y el Jefe de la Misión, se podrán aceptar aportaciones de fondos, de bienes, servicios o facilidades ya sea de una o ambas partes, o de terceras personas, para hacer efectivo el programa cooperativo de agricultura, además de los fondos, bienes, servicios y facilidades cuya contribución se requiere para los efectos del presente Convenio.

CLAUSULA VII

Además de los fondos que se requieren como contribución, de acuerdo con cualquiera de los convenios celebrados hasta ahora por la República y el Instituto (o su antecesor) para el programa cooperativo de agricultura, las partes contratantes aportarán y facilitarán fondos, hasta el límite establecido más abajo, para su empleo en la prosecución del programa durante el período de vigencia del presente Convenio, de acuerdo con las siguientes condiciones:

A. El Instituto facilitará, durante el período que empieza el 30 de Junio de 1950 y termina el 31 de Diciembre de 1951; los fondos necesarios para pagar los sueldos y otros gastos de los miembros de la Misión, así como otros gastos de carácter administrativo en que el Instituto pueda incurrir con relación a este programa. Estos fondos serán administrados por el Instituto y no se depositarán con abono al SCIPA.

B. Además, durante el período que empieza el 30 de Junio de 1950 y termina el 31 de Diciembre de 1951, el Instituto depositará con abono al SCIPA, la suma de \$225,000.00 (Doscientos Veinticinco Mil Dólares) en moneda de los Estados Unidos de América, como sigue:

El 15 de Julio de 1950, o antes	\$ 12,500.00
Una suma de \$ 12,500.00, el primer día (o antes)	
de cada mes subsiguiente, hasta el 1º de Diciembre	
de 1951, inclusive, cuyos pagos mensuales totali-	
zarán	212,500.00

	\$ 225,000.00

C. La República, durante el período que empieza el 30 de Junio de 1950 y termina el 31 de Diciembre de 1951, depositará con abono al SCIPA, la suma de S/. 7,086,600.00 (Siete Millones Ochentiseis Mil Seiscientos Soles), como sigue:

El 15 de Julio de 1950, o antes	S/ 393,700.00
Una suma de S/. 393,700 el primer día, (o antes) de cada mes subsiguiente hasta el 1º de Diciembre de 1951, inclusive, cuyos pagos mensuales totalizarán	S/ 6,692,900.00

S/. 7,086,600.00

D. Cualquier cantidad del monto de los fondos depositados por el Instituto con abono al SCIPA, podrá cambiarse al tipo más alto que se conceda, al momento de hacerse la operación, al Gobierno de los Estados Unidos para atender a sus gastos diplomáticos y otros gastos de carácter oficial en el Perú.

E. Cada depósito que esta Cláusula exige de las partes contratantes podrá retirarse o desembolsarse sólo después de haberse hecho el correspondiente depósito de la otra parte contratante, por el mismo período mensual. Los fondos depositados por cualquiera de las partes, se devolverán al contribuyente antes de efectuarse la distribución a que se contrae la Cláusula XIII, si el depósito correspondiente al aporte respectivo de la otra parte no se hubiese hecho.

F. Las partes contratantes, por acuerdo escrito entre el Ministro y el Jefe de la Misión, podrán modificar las condiciones en cuanto a los depósitos que esta Cláusula VII exige.

G. Las partes contratantes pueden convenir, posteriormente, por escrito, en el monto de los fondos que cada una de ellas contribuirá y facilitará para su empleo en la ejecución del programa durante el período que empieza el 1º de Enero, 1952 y termina el 30 de Junio de 1955.

CLAUSULA VIII

Con sujeción a las disposiciones del Inciso E de la Cláusula VII, los saldos de todos los fondos depositados con abono al SCIPA, en virtud de convenios anteriores entre la República y el Instituto (o su antecesor), así como los fondos depositados en la cuenta del SCIPA de acuerdo con la Cláusula VII del presente Convenio, continuarán a disposición del programa cooperativo de agricultura durante la vigencia del presente Convenio, sin ajustarse a períodos anuales o ejercicios fiscales de cualquiera de las dos partes contratantes. Todos los materiales, equipo y útiles adquiridos por el SCIPA pasarán a ser propiedad del SCIPA y se utilizarán en dar impulso al presente Convenio.

CLAUSULA IX

La República, además del aporte en efectivo que establece el Inciso C de la Cláusula VII, puede, por su propia cuenta y según acuerdo entre el Ministro y el Jefe de la Misión:

A. Nombrar especialistas y otro personal necesario, para que preste su colaboración al Jefe de la Misión;

B. Facilitar locales, equipo de oficina y enseres, y cualesquiera otras facilidades, materiales, equipo, útiles y servicios que pueda proporcionar a su conveniencia, en beneficio de dicho programa;

C. Ofrecer la colaboración general de otras reparticiones estatales de la República, con el fin de ayudar en la ejecución del programa cooperativo de agricultura.

CLAUSULA X

Los intereses que se recauden sobre los fondos del SCIPA y las rentas provenientes de las operaciones dentro del programa y de la venta de bienes de propiedad del SCIPA, y cualquier incremento de los capitales del SCIPA, de cualquiera naturaleza u origen, se dedicarán al programa y no se abonarán contra los aportes, ya sea de la República o del Instituto.

CLAUSULA XI

El Ministro y el Jefe de la Misión pueden convenir en retener en los Estados Unidos de América, de los depósitos que hará el Instituto con abono al SCIPA, las sumas que se consideren necesarias para el programa, con el fin de hacer pagos en U. S. Dólares, fuera del Perú. Dichas sumas así retenidas y gastadas se considerarán como depositadas en cumplimiento de los términos del presente Convenio. Cualquiera cantidad de los fondos así retenidos por el Instituto, que no hubiese sido gastada o gravada, se depositará con abono al SCIPA en cualquier momento, de mutuo acuerdo entre el Ministro y el Jefe de la Misión.

CLAUSULA XII

Los fondos, cualquiera que sea su cantidad, o los materiales adquiridos, que el Instituto introduzca al Perú para los fines del programa cooperativo de agricultura, estarán exentos de impuestos, comisiones de servicios, y de cualquiera exigencia que rija sobre las inversiones o depósitos, así como de los controles de cambio.

CLAUSULA XIII

Con sujeción a las disposiciones del Inciso E de la Cláusula VII, cualquiera cantidad de los fondos del SCIPA que no haya sido gastada o gravada a la expiración del programa cooperativo de agricultura, salvo pacto en contrario, por escrito, entre las partes—en esa oportunidad

dad—se devolverá a dichas partes contratantes en proporción a los respectivos aportes hechos por la República y el Instituto (o su antecesor), en cumplimiento del Convenio Básico, sus prórrogas y modificaciones, y de anteriores convenios básicos y sus modificaciones y prórrogas.

CLAUSULA XIV

A. Todos los derechos y privilegios que gozan otros departamentos y dependencias estatales de la República, o su personal respectivo, beneficiarán al SCIPA y a todo su personal en igual medida que a los referidos departamentos o dependencias estatales o a su personal. Dichos derechos y privilegios comprenderán, pero sin limitarse a ello, franquicia postal y telegráfica, servicio libre de teléfono, pases en ferrocarriles administrados por la República, el derecho a rebajas o tarifas preferenciales concedidas por compañías nacionales de navegación marítima o fluvial, de transporte aéreo, de telégrafos, teléfonos u otros servicios, así como la exoneración de impuestos, tributos, timbres, derechos consulares, predios y cualquier y todo otro impuesto.

B. Los derechos y privilegios a que se contrae el Inciso A de esta Cláusula XIV, también beneficiarán al Instituto en lo que se refiere a sus operaciones relacionadas con el programa cooperativo de agricultura y a los bienes de su propiedad que se utilicen en dicho programa. En caso necesario, a fin de hacer efectivos estos derechos y privilegios, el Ministro podrá nombrar a empleados del Instituto para ocupar puestos dentro de la organización del SCIPA, siempre que, para los efectos del Inciso A de la Cláusula VII, se les considere también como empleados del Instituto.

C. Todos los empleados del Instituto, que no sean ciudadanos del Perú, que se dediquen a la ejecución del programa cooperativo de agricultura, estarán exentos del pago de toda clase de impuestos y contribuciones de seguro social del Perú en lo que respecta a rentas sobre las cuales están obligados a pagar impuestos o contribuciones de seguro social al país del cual son ciudadanos, y del pago de impuestos sobre bienes personales destinados a su propio uso. Dichos empleados también estarán exentos del pago de derechos de Aduana y de importación sobre efectos personales. Queda entendido que, para los efectos del presente Convenio, los empleados del Instituto serán considerados como Primeros Secretarios en el servicio diplomático de los Estados Unidos de América, en lo que se refiere a la exoneración del pago de derechos de Aduana y de importación.

CLAUSULA XV

Las partes contratantes declaran reconocer que el Instituto, como corporación fiscalizada de los Estados Unidos de América, de propiedad absoluta del Gobierno de los Estados Unidos de América, y dirigido y

controlado por él, tiene derecho a participar ampliamente de todos los goces e inmunidades, inclusive inmunidad contra acción judicial en las Cortes del Perú, de que goza el Gobierno de los Estados Unidos de América.

CLAUSULA XVI

La República y el Instituto reconocen que es de su mutuo interés dar amplia publicidad a los objetivos y marcha del programa cooperativo de agricultura y de lo que se haga con el fin de impulsar el programa, para poder fortalecer la idea del esfuerzo común, como elemento esencial para el logro de los objetivos del programa. El Ministro y el Jefe de la Misión continuarán fomentando la divulgación de tal información y continuarán poniéndola a disposición de los órganos de información pública.

CLAUSULA XVII

Cualquier derecho, privilegio, atribución u obligación que se confiera mediante el presente Convenio, ya sea al Ministro o al Jefe de la Misión, podrá ser delegado por cualquiera de ellos a cualquiera de sus asistentes, siempre que cada persona objeto de la delegación sea satisfactoria a la otra parte contratante. Ya sea que se nombre o no a dichos delegados, el Ministro y el Jefe de la Misión se reservarán el derecho de someter cualquier asunto directamente del uno al otro, para su debate y decisión final.

CLAUSULA XVIII

El Ministro tomará las disposiciones necesarias a fin de que se dicte la legislación y se asegure la acción ejecutiva que se requieran, para dar cumplimiento a los términos del presente Convenio.

CLAUSULA XIX

Podrá referirse al presente Convenio como el "Convenio Básico" y éste anulará los efectos de cualquiera y todo otro convenio básico anterior y las modificaciones y prórrogas de convenios básicos anteriores entre la República y el Instituto (o su antecesor) con respecto al programa cooperativo de agricultura. El presente Convenio entrará en vigor a partir del primero de Julio de 1950, y permanecerá en vigencia hasta el treinta de Junio de 1955; quedando establecido, sin embargo, que las obligaciones de las partes contratantes, a que se contrae este Convenio, por el período que empieza el 1º de Enero de 1952 y termina el 30 de Junio de 1955, estarán sujetas a la disponibilidad por ambas partes contratantes de fondos asignados, para los objetivos de este programa, y estarán sujetas también a un acuerdo posterior, entre las partes contratantes, en conformidad con el Inciso G de la Cláusula VII del presente Convenio.

EN FE DE LO CUAL, las partes contratantes celebran este Convenio por intermedio de sus representantes debidamente autorizados y de los testigos abajo nombrados, en cinco copias útiles, en los idiomas inglés y castellano, en Lima, Perú, a los veintidos días del mes de Setiembre de 1950.

p. LA REPUBLICA DEL PERU p. EL INSTITUTO DE ASUNTOS
INTER-AMERICANOS

LUIS DIBOS D

J R NEALE

PERU

HEALTH AND SANITATION

Agreement effected by exchange of notes signed at Lima September 22 and 25, 1950; entered into force September 25, 1950; operative retroactively from June 30, 1950.

TIAS 2162
Sept. 22, 25,
1950

The American Ambassador to the Peruvian Minister for Foreign Affairs

No. 2167

AMERICAN EMBASSY,
Lima, September 22, 1950.

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. (D)-6-3/146 of September 21, 1950, [¹] suggesting the consideration by our respective Governments of an extension of the cooperative health and sanitation program in Perú in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the programs which The Institute of Inter-American Affairs is conducting in cooperation with governments of the American republics, has provided your Government and mine with a suitable occasion for a review of the cooperative health and sanitation program in Perú in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative health and sanitation program in which our respective Governments are engaged 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. My Government is as gratified as is yours to note the many improvements in the fields of preventive medicine, health education, safe water supply, sewage disposal, health centers and other facilities and the control of communicable diseases which are resulting from this cooperative program.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees with the Government of Perú that an extension of the program beyond its present termination date of June 30, 1950, would be desirable. Accordingly, I have been authorized by my Government to propose that it continue its participation in the program for a

¹ Not printed.

period of five years, from June 30, 1950 through June 30, 1955, subject, however, to the availability of funds for use by our respective Governments for this purpose during the period from January 1, 1952 through June 30, 1955.

It is understood that, during the period from June 30, 1950 through December 31, 1951 my Government will make a contribution of \$150,000.00, in the currency of the United States of America, to the Servicio Cooperativo Inter-Americano de Salud Pública, for use in carrying out project activities of the program, on the condition that your Government will contribute to the Servicio for the same purposes the sum of S/.7,800,000 in the currency of the Republic of Perú. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Health and Sanitation Field Staff who are maintained by it in Perú for the purposes of the cooperative program. The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program from January 1, 1952 through June 30, 1955, if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Public Health and Social Welfare and The Institute of Inter-American Affairs.

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, which shall come into force on the date of signature of an agreement by the Minister of Public Health and Social Welfare of Perú and by a representative of The Institute of Inter-American Affairs [¹] embodying the technical details of the extension.

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

HAROLD H. TITTMANN

His Excellency

Dr. MANUEL C. GALLAGHER,
Minister for Foreign Affairs,
Lima, Perú.

¹ Sept. 25, 1950.

The Peruvian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

NUMERO (D) 6-3/149

LIMA, 25 de Setiembre de 1950.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la atenta nota de Vuestra Excelencia N° 2167, de 22 del mes en curso, en la que, con relación a la propuesta formulada por el Gobierno del Perú para que se considere la extensión del Contrato que establece el Servicio Cooperativo de Salud Pública, tiene a bien transmitir el deseo de su Ilustre Gobierno de convenir por el presente cambio de notas el temperamento a seguirse en la renovación de dicho acuerdo.

En respuesta, me es grato comunicar a Vuestra Excelencia que el señor Ministro de Salud Pública y Asistencia Social, en oficio de 23 de los corrientes, ha manifestado a esta Cancillería que el Despacho a su cargo se complace en aceptar que la extensión del Contrato aludido se lleve a efecto de conformidad con las bases expuestas en la citada comunicación de Vuestra Excelencia, contemplándose, en consecuencia, la vigencia de ese instrumento a partir de la fecha en que sea suscrito por el señor Ministro de Salud Pública y Asistencia Social y un representante del Instituto de Asuntos Interamericanos.

Aprovecho la oportunidad para reiterarle, señor Embajador, las seguridades de mi más alta y distinguida consideración.

MANUEL C. GALLAGHER

Al Excelentísimo señor HAROLD H. TITTMANN,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.*

Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. (D) 6-3/149

LIMA, September 25, 1950.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 2167, dated the 22d of the present month, in which, in connection with the proposal made by the Government of Peru that consideration be given to an extension of the Contract establishing the Servicio Cooperativo de Salud Pública, you are good enough to convey the desire of your Government to agree, through the present exchange of notes, upon the terms to be followed in extending the said agreement.

Ante, p. 841.

In reply, I take pleasure in informing Your Excellency that the Minister of Public Health and Social Welfare, in a communication dated the 23d of this month, has advised this Ministry that his Department is pleased to agree that the extension of the said Contract be effected in accordance with the terms set forth in Your Excellency's aforementioned communication, it being therefore envisaged that the said instrument will come into force on the date of its signature by the Minister of Public Health and Social Welfare and a representative of the Institute of Inter-American Affairs.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

MANUEL C. GALLAGHER

His Excellency HAROLD H. TITTMANN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America.*
City.

BURMA

MUTUAL DEFENSE ASSISTANCE

Agreement effected by exchange of notes signed at Rangoon October 7 and November 6, 1950; entered into force November 6, 1950.

TIAS 2163
Oct. 7 and
Nov. 6, 1950

The American Ambassador to the Burmese Minister for Foreign Affairs

AMERICAN EMBASSY,
Rangoon, October 7, 1950.

No. 117

SIR:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments concerning the furnishing of certain vessels and associated spares and equipment by the Government of the United States of America, and the receipt of such assistance by the Government of Burma, and to confirm the understandings reached as a result of those conversations, as follows:

The Governments of the United States of America and Burma:

Desiring to foster international peace and security, within the framework of the Charter of the United Nations, through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures in support of those purposes and principles;

Taking cognizance of the assistance which the Government of the United Kingdom and the countries of the British Commonwealth have provided to the Government of Burma and in recognition of the fact that this assistance to Burma by the United States of America is only complementary to that afforded by the United Kingdom and other countries of the British Commonwealth;

Have agreed that, in connection with the furnishing of such vessels and associated spares and equipment as the Government of the United States of America may make available:

1. The Government of Burma will receive within its territory such personnel of the United States of America as may be required to facilitate transfer of such vessels and to be available for supplying technical information to the Government of Burma in connection with putting such vessels into operation.
2. Personnel so received will in their relations to the Government of the country to which they are assigned, operate as part of

59 Stat. 1031.

Personnel.

the Embassy under the direction and control of the Chief of the diplomatic mission of the Government which they are serving.

3. The Government of Burma undertakes:

- (A) to retain title to and full possession and control of such vessels and associated spares and equipment and not to dispose of title to or possession and control of such vessels, associated spares and equipment without the prior consent of the Government of the United States of America;
- (B) To take appropriate action to prevent the disclosure or compromise of confidential articles, services or information furnished by the United States of America;
- (C) To make available to the Government of the United States of America an amount of rupees to be subsequently agreed upon toward the payment of such administrative and operating expenses as may be incurred by the United States of America in Burma, in connection with the transfer of such vessels and associated spares and equipment; and
- (D) To use effectively such assistance only for the purposes of strengthening the security forces of the Union of Burma.

Confidential articles, etc.

Rupees for U. S. administrative expenses.

Effective date.

I have the honor to propose that, if these understandings meet with the approval of the Government of Burma, the present note and your note concurring therein will be considered as confirming those understandings effective on the date of your note.

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

DAVID MCK. KEY

The Honorable,
SAO HKUN HKIO,
Minister for Foreign Affairs,
Rangoon.

The Burmese Acting Minister for Foreign Affairs to the American Ambassador

FOREIGN OFFICE
RANGOON

6th November, 1950.

A 295/S

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Excellency's note of October 7, 1950, regarding the furnishing of certain vessels

and associated spares and equipment to the Government of Burma by the Government of the United States of America, which reads as follows:

"I have the honor to refer to conversations which have recently taken place between representatives of our two Governments concerning the furnishing of certain vessels and associated spares and equipment by the Government of the United States of America, and the receipt of such assistance by the Government of Burma, and to confirm the understandings reached as a result of those conversations, as follows:

The Governments of the United States of America and Burma: Desiring to foster international peace and security, within the framework of the Charter of the United Nations, through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures in support of those purposes and principles;

Taking cognizance of the assistance which the Government of the United Kingdom and the countries of the British Commonwealth have provided to the Government of Burma and in recognition of the fact that this assistance to Burma by the United States of America is only complementary to that afforded by the United Kingdom and other countries of the British Commonwealth;

Have agreed that, in connection with the furnishing of such vessels and associated spares and equipment as the Government of the United States of America may make available:

1. The Government of Burma will receive within its territory such personnel of the United States of America as may be required to facilitate transfer of such vessels and to be available for supplying technical information to the Government of Burma in connection with putting such vessels into operation.
2. Personnel so received will in their relations to the Government of the country to which they are assigned, operate as part of the Embassy under the direction and control of the Chief of the diplomatic mission of the Government which they are serving.
3. The Government of Burma undertakes:
 - (A) To retain title to and full possession and control of such vessels and associated spares and equipment and not to dispose of title to or possession and control of such

vessels, associated spares and equipment without the prior consent of the Government of the United States of America:

- (B) To take appropriate action to prevent the disclosure or compromise of confidential articles, services or information furnished by the United States of America;
- (C) To make available to the Government of the United States of America an amount of rupees to be subsequently agreed upon toward the payment of such administrative and operating expenses as may be incurred by the United States of America in Burma, in connection with the transfer of such vessels and associated spares and equipment; and
- (D) To use effectively such assistance only for the purposes of strengthening the security forces of the Union of Burma.

I have the honour to propose that, if these understandings meet with the approval of the Government of Burma, the present note and your note concurring therein will be considered as confirming those understandings, effective on the date of your note."

I have the honour to concur in the proposal made in your Excellency's note and to inform you that the understandings set forth therein meet with the approval of the Government of Burma. That note and the present note, accordingly, are considered as confirming those understandings, which become effective on this date.

I have the honour to be,
With the highest consideration,
Your Excellency's obedient servant,

U WIN
(U Win)

His Excellency Mr. DAVID MCKENDREE KEY,
Ambassador for the United States of America in Burma,
American Embassy,
Rangoon.

MULTILATERAL OBSCENE PUBLICATIONS

Protocol, with Annex, amending the agreement of May 4, 1910. Opened for signature at Lake Success May 4, 1949; ratification advised by the Senate of the United States of America July 6, 1950; ratified by the President of the United States of America August 7, 1950; instrument of ratification of the United States of America deposited with the United Nations August 14, 1950; proclaimed by the President of the United States of America November 25, 1950; entered into force with respect to the United States of America August 14, 1950.

TIAS 2164
May 4, 1949

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol amending the agreement for the suppression of the circulation of obscene publications, signed at Paris on May 4, 1910, was opened for signature at Lake Success, New York, on May 4, 1949, and was signed "Subject to acceptance" on that date by the plenipotentiary of the United States of America and has also been signed by the plenipotentiaries of a number of other countries;

WHEREAS the text of the said protocol, in the English, French, Chinese, Russian, and Spanish languages (annex being in the French language only), as certified by the Secretary-General of the United Nations, is word for word as follows:

PROTOCOL

AMENDING THE AGREEMENT FOR THE
SUPPRESSION OF THE CIRCULATION OF OBSCENE
PUBLICATIONS, SIGNED AT PARIS ON 4 MAY 1910



UNITED NATIONS
1949

PROTOCOL AMENDING THE AGREEMENT FOR THE SUPPRESSION OF THE CIRCULATION OF OBSCENE PUBLICATIONS, SIGNED AT PARIS ON 4 MAY 1910

37 Stat. 1511.

The Parties to the present Protocol, considering that under the Agreement for the Suppression of the Circulation of Obscene Publications, signed at Paris on 4 May 1910, the Government of the French Republic was invested with certain functions; considering that the said Government has offered to transfer to the United Nations the functions exercised by it under the above-mentioned Agreement; and considering that it is expedient that these functions should be assumed henceforth by the United Nations, hereby agree Protocol.

as follows:

ARTICLE 1

The Parties to the present Protocol undertake that as between themselves they will, in accordance with the provisions of the present Protocol, attribute full legal force and effect to, and duly apply, the amendments to this instrument which are set forth in the annex [¹] to the present Protocol.

ARTICLE 2

The Secretary-General shall prepare the text of the Agreement of 4 May 1910 for the Suppression of the Circulation of Obscene

Publications, as revised in accordance with the present Protocol, and shall send copies for their information to the Governments of every Member of the United Nations and every non-member State to which this Protocol is open for signature or acceptance. He shall also invite Parties to the aforesaid Agreement to apply the amended text of this instrument as soon as the amendments are in force, even if they have not yet been able to become Parties to the present Protocol.

ARTICLE 3

The present Protocol shall be open for signature or acceptance by any of the Parties to the Agreement of 4 May 1910 for the Suppression of the Circulation of Obscene Publications, to which the Secretary-General has communicated for this purpose a copy of the present Protocol.

ARTICLE 4

States may become Parties to the present Protocol by:

- (a) Signature without reservation as to acceptance;

¹ For the authentic French text, see *post*, p. 872; for the English translation, see *post*, p. 882.

(b) Signature with reservation in its custody by virtue of the as to acceptance, followed functions which it exercised.
by acceptance;

(c) Acceptance.

ARTICLE 7

Acceptance shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations.

ARTICLE 5

The present Protocol shall come into force on the date on which two or more States shall have become Parties thereto. [¹]

The amendments set forth in the annex to the present Protocol shall come into force in respect of the Agreement of 4 May 1910 for the Suppression of the Circulation of Obscene Publications when thirteen Parties thereto shall have become Parties to the present Protocol, [²] and consequently, any State becoming a Party to the Agreement after the amendments thereto have come into force shall become a Party to the Agreement as so amended.

ARTICLE 6

Upon the entry into force of the amendments set forth in the annex to the present Protocol, the French Government shall deposit with the Secretary-General of the United Nations the original of the Agreement, together with the various documents which were

In accordance with paragraph 1 of Article 102 of the Charter of the United Nations and the regulations pursuant thereto adopted by the General Assembly, the Secretary-General of the United Nations is authorized to effect registration of the present Protocol and the amendments made in the Agreement by the present Protocol on the respective dates of their entry into force, and to publish the Protocol and the amended Agreement as soon as possible after registration.

Registration; publication.

59 Stat. 1052.

Entry into force.
Post, p. 880.

Post, p. 882.

ARTICLE 8

The present Protocol, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited in the archives of the United Nations Secretariat. The Agreement to be amended in accordance with the annex being in the French language only, the French text of the annex shall be authentic and the Chinese, English, Russian and

Deposit of Protocol.

Authentic text.

Translations.
Deposit of Agreement by French Government.

¹ May 4, 1949; entered into force with respect to the United States Aug. 14, 1950.

² Mar. 1, 1950.

to all Members of the United Nations on the date appearing opposite their respective signatures.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, signed the present Pro-
Done at Lake Success, New York, this fourth day of May one thousand nine hundred and forty-nine.

PROTOCOLE
AMENDANT L'ARRANGEMENT RELATIF
A LA REPRESSION DE LA CIRCULATION
DES PUBLICATIONS OBSCENES,
SIGNÉ A PARIS LE 4 MAI 1910



NATIONS UNIES
1949

**PROTOCOLE AMENDANT L'ARRANGEMENT RELATIF A LA
REPRESSEION DE LA CIRCULATION DES PUBLICATIONS
OBSCENES, SIGNE A PARIS LE 4 MAI 1910**

Les Etats Parties au présent Protocole, considérant qu'en vertu de l'Arrangement relatif à la répression de la circulation des publications obscènes, signé à Paris le 4 mai 1910, le Gouvernement de la République française était investi de certaines fonctions; considérant que ledit Gouvernement a spontanément offert de transférer à l'Organisation des Nations Unies les fonctions qu'il exerce en vertu de l'Arrangement susmentionné; et considérant qu'il est opportun qu'elles soient assumées désormais par l'Organisation des Nations Unies, sont convenus des dispositions suivantes:

ARTICLE PREMIER

Les Etats Parties au présent Protocole prennent l'engagement qu'entre eux-mêmes, et conformément aux dispositions du présent Protocole, ils attribueront plein effet juridique aux amendements à cet instrument contenus dans l'Annexe au présent Protocole, les mettront en vigueur et en assureront l'application.

ARTICLE 2

Le Secrétaire général préparera le texte de l'Arrangement du 4 mai 1910 relatif à la répression de la circulation des publications obscènes, revisé conformément au présent Protocole et en transmet-

tra, à titre d'information, des copies au Gouvernement de chaque Etat Membre de l'Organisation des Nations Unies, ainsi qu'au Gouvernement de chaque Etat non membre à la signature ou à l'acceptation duquel le présent Protocole est ouvert. Il invitera également les Etats Parties à l'Arrangement susmentionné à appliquer le texte amendé de cet instrument dès l'entrée en vigueur des amendements, même s'ils n'ont pas encore pu devenir Parties au présent Protocole.

ARTICLE 3

Le présent Protocole sera ouvert à la signature ou à l'acceptation de tous les Etats Parties à l'Arrangement du 4 mai 1910 relatif à la répression de la circulation des publications obscènes, auxquels le Secrétaire général aura communiqué, à cet effet, un exemplaire du présent Protocole.

ARTICLE 4

Les Etats pourront devenir Parties au présent Protocole:

- a) En le signant sans réserve quant à l'acceptation;
- b) En le signant sous réserve d'acceptation et en l'acceptant ultérieurement;
- c) En l'acceptant.

L'acceptation s'effectuera par le dépôt d'un instrument formel auprès du Secrétaire général de l'Organisation des Nations Unies.

ARTICLE 5

Le présent Protocole entrera en vigueur à la date à laquelle deux ou plusieurs Etats seront devenus Parties audit Protocole.

Les amendements contenus dans l'Annexe au présent Protocole entreront en vigueur, en ce qui concerne l'Arrangement du 4 mai 1910 relatif à la répression de la circulation des publications obscènes, lorsque treize Etats Parties audit Arrangement seront devenus Parties au présent Protocole et, en conséquence, tout Etat qui deviendra Partie à l'Arrangement après que les amendements s'y rapportant seront entrés en vigueur, deviendra Partie à l'Arrangement ainsi amendé.

ARTICLE 6

Dès l'entrée en vigueur des amendements contenus dans l'Annexe au présent Protocole, le Gouvernement français déposera auprès du Secrétaire général de l'Organisation des Nations Unies l'original de l'Arrangement ainsi que les différents documents dont il avait la garde en vertu des fonctions qu'il exerçait.

ARTICLE 7

Conformément aux dispositions du paragraphe premier de l'Article 102 de la Charte des Nations Unies et au règlement adopté par l'Assemblée générale pour l'application de ce texte, le Secrétaire

général de l'Organisation des Nations Unies est autorisé à enregistrer le présent Protocole ainsi que les amendements apportés à l'Arrangement par le présent Protocole, aux dates respectives de leur entrée en vigueur, et à publier, aussitôt que possible après leur enregistrement, le Protocole et le texte amendé de l'Arrangement.

ARTICLE 8

Le présent Protocole, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé aux archives du Secrétariat de l'Organisation des Nations Unies. L'Arrangement qui sera amendé conformément à l'Annexe ayant été rédigé seulement en français, le texte français de l'Annexe fera foi et les textes anglais, chinois, espagnol et russe seront considérés comme des traductions. Une copie certifiée conforme du Protocole, y compris l'Annexe, sera envoyée par le Secrétaire général à chacun des Etats Parties à l'Arrangement du 4 mai 1910 relatif à la répression de la circulation des publications obscènes, ainsi qu'à tous les Etats Membres de l'Organisation des Nations Unies.

EN FOI DE QUOI les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Protocole à la date figurant en regard de leurs signatures respectives.

FAIT à Lake Success, New-York, le quatre mai mil neuf cent quarante-neuf.



修正一九一〇年五月四日在巴黎所訂

取締猥褻刊物行銷協定

之

議 定 書



聯合國

公曆一九四九年

修正一九一〇年五月四日在巴黎所訂

取締猥褻刊物行銷協定之

議定書

本議定書簽訂國鑒於一九一〇年五月四日在巴黎所訂取締猥褻刊物行銷協定曾委付法蘭西共和國政府若干職責；復鑒於法蘭西共和國政府業已自願將其依照上述協定所行使之職責移交聯合國；且認為此等職責今後允宜由聯合國擔負；爰議定各條款如下：

第一條

本議定書各簽訂國承諾於彼此間依照本議定書之規定，使本議定書附件所載此項協定之修正條款發生法律上之完全效力，並妥為實施。

第二條

秘書長應擬具依照本議定書修正之一九一〇年五月四日取締猥褻刊物行銷協定全文，並將抄本分送聯合國各會員國政府及所有得參加簽訂或接受本議定書之非會員國政府，供其參考。秘書長並應促請上述協定簽訂國於修正條款發生效力後，立即適用是項協定之修正全文，縱令各該簽訂國尚有未能成為本議定書之簽訂國者，亦應請其一律適用之。

第三條

一九一〇年五月四日取締猥褻刊物行銷協定之簽訂國，曾由秘書長送交本議定

書抄本以備其簽訂或接受本議定書者，均得簽訂或接受本議定書。

第四條

各國得經由下列程序之一為本議定書簽訂國：

- (甲) 對於接受不附保留，逕行簽署；
- (乙) 簽署時對於接受附有保留，而嗣後接受；
- (丙) 接受。

接受須用正式文書交存聯合國秘書長。

第五條

本議定書應於兩個以上之國家成為簽訂國之日起生效。

本議定書附件所載修正條款，自一九一〇年五月四日之取締猥褻刊物行銷協定十三個簽訂國成為本議定書簽訂國之日起，就該協定發生效力，故任何國家為協定之修正條款生效後成為協定之簽訂國者，即為修訂後之協定簽訂國。

第六條

一俟本議定書附件所載各項修正條款開始生效，法蘭西政府應將協定正本暨該國政府因執行職務而保管之各種文件，一併送交秘書長收存。

第七條

聯合國秘書長應依照聯合國憲章第一百零二條第一項之規定及大會遵照該項規定所訂條例，於本議定書及本議定書所作之協定修正條款各自發生效力之日起分別予以登記，並於登記後儘速將本議定書及修訂後之協定公佈之。

第八條

本議定書應留存聯合國秘書處檔案庫，其

中、英、法、俄及西文各本，同一作準。須依照本議定書附件修正之協定僅有法文本，故附件應以法文本為正本，而以中、英、俄及西文各本為譯本。秘書長應將議定書及附件之正式副本分送一九一〇年五月四日取締猥褻刊物行銷協定各簽訂國及聯合國所有會員國。

為此，下列代表各秉其本國政府正式授予之權，簽訂本議定書，以昭信守。簽署日期與簽字並列。

公曆一九四九年五月四日訂於紐約成 功湖。

ПРОТОКОЛ

ОБ ИЗМЕНЕНИИ ДОГОВОРА
О БОРЬБЕ С РАСПРОСТРАНЕНИЕМ
ПОРНОГРАФИЧЕСКИХ ИЗДАНИЙ, ПОДПИСАННОГО
В ПАРИЖЕ 4 МАЯ 1910 ГОДА



ОБЪЕДИНЕННЫЕ НАЦИИ
1949

ПРОТОКОЛ ОБ ИЗМЕНЕНИИ ДОГОВОРА О БОРЬБЕ С РАСПРОСТРАНЕНИЕМ ПОРНОГРАФИЧЕСКИХ ИЗДАНИЙ, ПОДПИСАННОГО В ПАРИЖЕ 4 МАЯ 1910 ГОДА

Государства, являющиеся сторонами в настоящем Протоколе, принимая во внимание, что на основании Договора о борьбе с распространением порнографических изданий, подписанного в Париже 4 мая 1910 г., на правительство Французской Республики были возложены некоторые функции; и принимая во внимание, что указанное правительство добровольно предложило передать Организации Объединенных Наций функции, выполняемые им на основании вышеуказанного договора; и считая целесообразным, чтобы впредь эти функции выполнялись Организацией Объединенных Наций, — настоящим пришли к следующему соглашению:

СТАТЬЯ 1

Государства, являющиеся сторонами в настоящем Протоколе, обязуются в своих взаимоотношениях, в соответствии с положениями настоящего Протокола, признать полную юридическую силу внесенных в этот акт и содержащихся в Приложении к настоящему Протоколу изменений, ввести таковые изменения в действие и обеспечить их применение.

СТАТЬЯ 2

Генеральный Секретарь Организации Объединенных Наций заготовит измененный в соответствии с настоящим Протоколом текст Договора от 4 мая 1910 г. о борьбе с распространением порнографических изданий и разослает его в копии для осведомления правительством всех государств, состоящих членами Организации Объединенных Наций, и государства, не состоящими членами Организации, для подписания или принятия которыми настоящий Протокол открыт. Он предложит также государствам, являющимся сторонами в вышеуказанном договоре, применять измененные положения вышеуказанного акта немедленно по вступлении в силу таких изменений, даже в тех случаях когда эти государства не имели еще возможности стать сторонами в настоящем Протоколе.

СТАТЬЯ 3

Настоящий Протокол открыт для подписания или принятия его каждым из государств, которые являются сторонами Договора от 4 мая 1910 г. о борьбе с распространением порнографических изданий и которым Генеральный Секретарь сообщит с этой целью копию настоящего Протокола.

СТАТЬЯ 4

Государства могут стать сторонами в настоящем Протоколе:

- подписав его без оговорок относительно его принятия;
- подписав его с оговорками относительно его принятия и приняв его впоследствии;
- приняв его.

Принятие осуществляется путем депонирования официального акта у Генерального Секретаря Организации Объединенных Наций.

СТАТЬЯ 5

Настоящий Протокол вступит в силу в тот день, когда не менее двух государств станут в нем сторонами.

Изменения, содержащиеся в Приложении к настоящему Протоколу, вступят в силу в отношении Договора от 4 мая 1910 г. о борьбе с распространением порнографических изданий, после того как тринадцать участников в нем государств станут сторонами в настоящем Протоколе; следовательно, каждое государство, ставшее стороной в Договоре, после того как вступят в силу внесенные в него изменения, станет стороной в измененном таким образом Договоре.

СТАТЬЯ 6

По вступлении в силу содержащихся в Приложении к настоящему Протоколу изменений французское правительство депонирует у Ге-

нерального Секретаря Организации Объединенных Наций подлинник Договора, а также различные документы, которые хранятся этим правительством в связи с выполнявшимися им функциями.

СТАТЬЯ 7

В соответствии с положениями пункта 1 статьи 102 Устава Организации Объединенных Наций и с правилами относительно применения этой статьи, принятыми Генеральной Ассамблеей, Генеральный Секретарь Организации Объединенных Наций уполномочивается зарегистрировать настоящий Протокол, равно как и изменения, внесенные настоящим Протоколом в Договор, в соответствующие дни вступления этих изменений в силу и опубликовать Протокол и измененный текст Договора в возможно краткий срок после их регистрации.

СТАТЬЯ 8

Настоящий Протокол, английский, испанский, китайский, русский и французский тексты которого являются равно аутентичными, депо-

нируются в архив Секретариата Организации Объединенных Наций. Ввиду того, что Договор, который будет изменен в соответствии с Приложением, составлен только на французском языке, французский текст Приложения является аутентичным, тогда как английский, испанский, китайский и русский тексты его считаются переводными. Протокол, включающий Приложение, посыпается Генеральным Секретарем в заверенной копии каждому из государств, являющихся сторонами в Договоре от 4 мая 1910 г. о борьбе с распространением порнографических изданий, а также всем государствам, состоящим членами Организации Объединенных Наций.

В УДОСТОВЕРЕНИЕ ЧЕГО, нижеподписьавшиеся, будучи должным образом на то уполномочены своими правительствами, подписали настоящий Протокол в дни, указанные против их подписей.

СОСТАВЛЕНО в Лейк Соксес, Нью-Йорк, четвертого мая, тысяча девятьсот сорок девятого года.

PROTOCOLO
QUE MODIFICA EL ACUERDO PARA
LA REPRESION DE LA CIRCULACION DE
PUBLICACIONES OBSCENAS, FIRMADO EN
PARIS EL 4 DE MAYO DE 1910



NACIONES UNIDAS
1949

PROTOCOLO QUE MODIFICA EL ACUERDO PARA LA REPRESIÓN DE LA CIRCULACIÓN DE PUBLICACIONES OBSCENAS, FIRMADO EN PARÍS EL 4 DE MAYO DE 1910

Los Estados Partes en el presente Protocolo, considerando que en virtud del Acuerdo para la represión de la circulación de publicaciones obscenas, firmado en París el 4 de mayo de 1910, el Gobierno de la República Francesa estaba investido de ciertas funciones; considerando que dicho Gobierno ha ofrecido espontáneamente traspasar a las Naciones Unidas las funciones que ejerce en virtud de dicho Acuerdo; y considerando que es conveniente que en adelante sean éstas asumidas por las Naciones Unidas, han convenido en las siguientes disposiciones:

pias del mismo, para su información, a los Gobiernos de cada uno de los Estados Miembros de las Naciones Unidas, así como a los Gobiernos de cada uno de los Estados no miembros a los que esté abierta la firma o la aceptación del presente Protocolo. Invitará igualmente a los Estados Partes en el citado Acuerdo, a aplicar el texto modificado de tal instrumento, tan pronto como entren en vigor las enmiendas, incluso si esos Estados no han podido aún llegar

ARTÍCULO 1

Los Estados Partes en el presente Protocolo se comprometen entre sí, y con arreglo a las disposiciones del presente Protocolo, a atribuir plena efectividad jurídica a las enmiendas a ese instrumento consignadas en el Anexo al presente Protocolo, a ponerlas en vigor y a asegurar su aplicación.

ARTÍCULO 2

El Secretario General preparará el texto del Acuerdo del 4 de mayo de 1910 para la represión de la circulación de publicaciones obscenas, revisado con arreglo al presente Protocolo, y enviará co-

ARTÍCULO 3

El presente Protocolo estará abierto a la firma o a la aceptación de todos los Estados Partes en el Acuerdo del 4 de mayo de 1910 para la represión de la circulación de publicaciones obscenas, a los que el Secretario General haya enviado, al efecto, copia del presente Protocolo.

ARTÍCULO 4

Los Estados podrán llegar a ser Partes en el presente Protocolo:

- a) Por la firma sin reserva de aceptación;
- b) Por la firma con reserva de aceptación, y la aceptación ulterior;
- c) Por la aceptación.

La aceptación se efectuará mediante el depósito de un instrumento en forma entregado al Secretario General de las Naciones Unidas.

ARTÍCULO 5

El presente Protocolo entrará en vigor en la fecha en que dos o más Estados hayan llegado a ser Partes en dicho Protocolo.

Las enmiendas consignadas en el Anexo al presente Protocolo entrarán en vigor, respecto al Acuerdo del 4 de mayo de 1910 para la represión de la circulación de publicaciones obscenas, cuando trece Estados Partes en dicho acuerdo hayan llegado a ser Partes en el presente Protocolo; y, en consecuencia, todo Estado que llegue a ser Parte en el Acuerdo después de haber entrado en vigor tales enmiendas, será Parte en el Acuerdo así modificado.

ARTÍCULO 6

Cuando hayan entrado en vigor las enmiendas consignadas en el Anexo al presente Protocolo, el Gobierno francés depositará el original del Acuerdo, así como los diversos documentos que dicho Gobierno custodiaba en virtud de las funciones que ejercía, entregándolos al Secretario General de las Naciones Unidas.

ARTÍCULO 7

Conforme a las disposiciones del párrafo 1 del Artículo 102 de la Carta de las Naciones Unidas y del reglamento aprobado por la Asamblea General para la aplicación del mismo, el Secretario

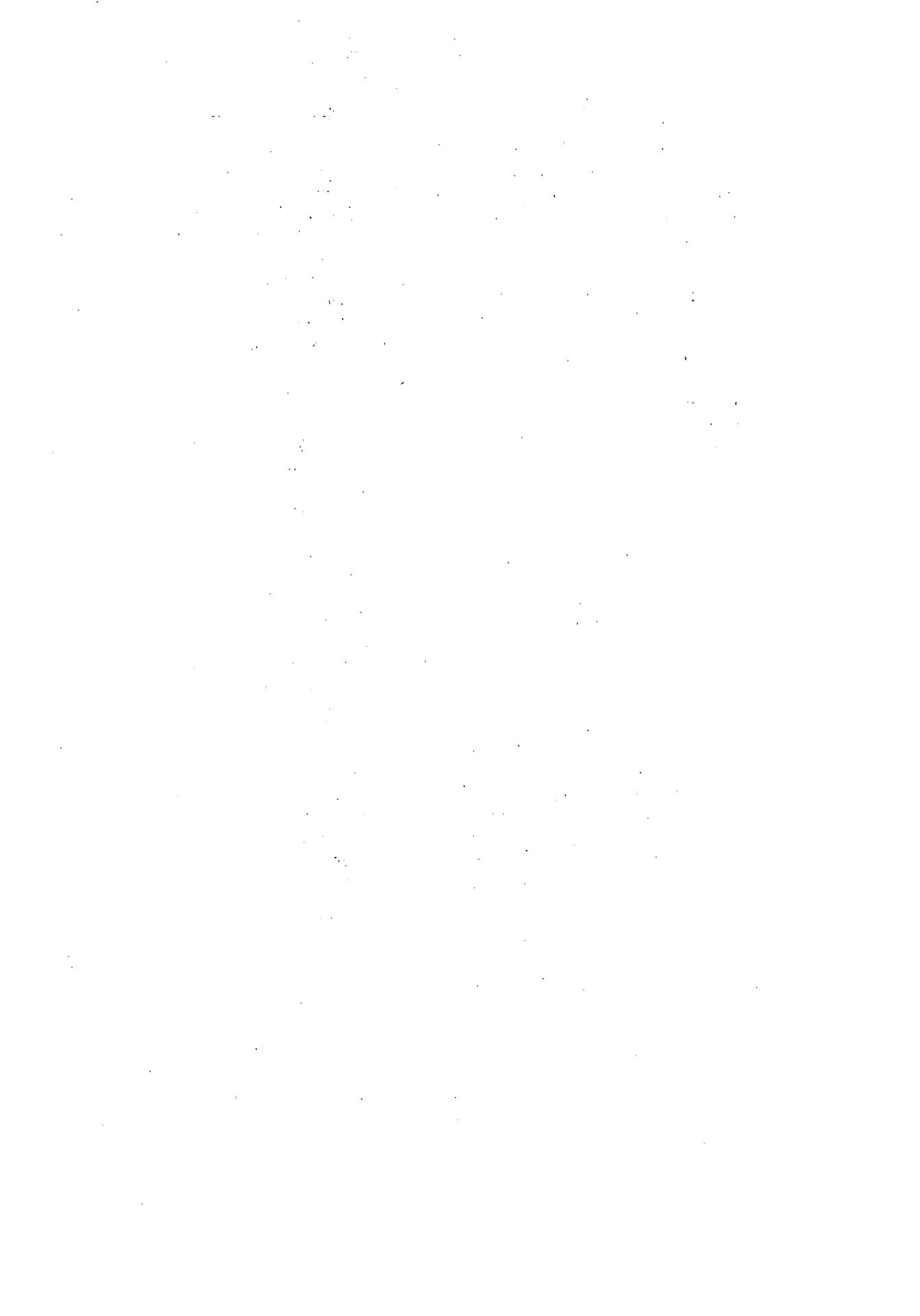
General de las Naciones Unidas está autorizado a registrar el presente Protocolo, así como las enmiendas introducidas por este Protocolo en el Acuerdo, en las fechas respectivas de su entrada en vigor y a publicar, tan pronto como sea posible después de su registro, el Protocolo y el texto modificado del Acuerdo.

ARTÍCULO 8

El presente Protocolo, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en los archivos de la Secretaría de las Naciones Unidas. Como el Acuerdo que ha de ser modificado con arreglo al Anexo, fué redactado solamente en francés, el texto francés del Anexo será el auténtico, considerándose como traducciones los textos chino, español, inglés y ruso. El Secretario General enviará copia certificada del Protocolo, con inclusión del Anexo, a cada uno de los Estados Partes en el Acuerdo del 4 de mayo de 1910 para la represión de la circulación de publicaciones obscenas, así como a todos los Estados Miembros de las Naciones Unidas.

EN TESTIMONIO DE LO CUAL los infrascritos, debidamente autorizados para ello por sus respectivos Gobiernos, han firmado el presente Protocolo en la fecha que aparece al lado de sus respectivas firmas.

HECHO en Lake Success, Nueva York, el cuatro de mayo de mil novecientos cuarenta y nueve.



ANNEXE AU PROTOCOLE

**ANNEXE AU PROTOCOLE AMENDANT L'ARRANGEMENT
RELATIF A LA REPRESSEION DE LA CIRCULATION DES
PUBLICATIONS OBSCENES, SIGNE A PARIS LE 4 MAI 1910**

A l'article premier, le paragraphe final sera rédigé comme suit:

"Les Gouvernements contractants se feront connaître mutuellement, par l'entremise du Secrétaire général de l'Organisation des Nations Unies, l'autorité établie ou désignée conformément au présent article."

L'article 4 sera rédigé comme suit:

"Les Etats non signataires sont admis à adhérer au présent Arrangement. Ils notifieront leur intention à cet effet par un acte qui sera déposé dans les archives de l'Organisation des Nations Unies. Le Secrétaire général de l'Organisation des Nations Unies enverra copie certifiée conforme à chacun des Etats contractants et à tous les Etats Membres de l'Organisation des Nations Unies et les avisera en même temps de la date du dépôt.

"Six mois après cette date, l'Arrangement entrera en vigueur dans l'ensemble du territoire de l'Etat adhérent, qui deviendra ainsi Etat contractant."

A l'article 5, le troisième paragraphe sera rédigé comme suit:

"La dénonciation sera notifiée par un acte qui sera déposé dans

les archives de l'Organisation des Nations Unies. Le Secrétaire général de l'Organisation des Nations Unies enverra copie certifiée conforme à chacun des Etats contractants et à tous les Etats Membres de l'Organisation des Nations Unies et les avisera en même temps de la date du dépôt."

A l'article 7,

Le premier paragraphe sera rédigé comme suit:

"Si un Etat contractant désire la mise en vigueur du présent Arrangement dans une ou plusieurs de ses colonies, possessions ou circonscriptions consulaires judiciaires, il notifiera son intention à cet effet par un acte qui sera déposé dans les archives de l'Organisation des Nations Unies. Le Secrétaire général de l'Organisation des Nations Unies enverra copie certifiée conforme à chacun des Etats contractants et à tous les Etats Membres de l'Organisation des Nations Unies et les avisera en même temps de la date du dépôt."

Le troisième paragraphe sera rédigé comme suit:

"La dénonciation de l'Arrangement par un des Etats contractants pour une ou plusieurs de ses colonies, possessions ou circonscriptions

consulaires judiciaires, s'effectuera douze mois après la date du dépôt dans les formes et conditions de l'acte de dénonciation dans les déterminées au premier alinéa des archives de l'Organisation des présent article. Elle portera effet Nations Unies."

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
阿富汗：
За Афганистан:
POR EL AFGANISTÁN:

FOR THE UNION OF BURMA:
POUR L'UNION BIRMANE:
緬甸聯邦：
За Бирманский Союз:
POR LA UNIÓN BIRMANA:

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷：
За Аргентину:
POR LA ARGENTINA:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE Soviétique DE BIÉLORUSSIE:
白俄羅斯蘇維埃社會主義共和國：
За Белорусскую Советскую Социалистическую Республику:
POR LA REPÚBLICA SOCIALISTA Soviética DE BIELORRUSIA:

FOR AUSTRALIA: ^[1]
POUR L'Australie:
澳大利亞：
За Австралию:
POR AUSTRALIA:

FOR CANADA:
POUR LE CANADA:
加拿大：
За Канаду:
POR EL CANADÁ:

A. G. L. McNAUGHTON

4 May 1949

FOR THE KINGDOM OF BELGIUM:
POUR LE ROYAUME DE BELGIQUE:
比利時王國：
За Королевство Бельгия:
POR EL REINO DE BÉLGICA:

Sous réserve d'approbation^[2]
F. VAN LANGENHOVE
20 mai 1949

FOR CHILE:
POUR LE CHILI:
智利：
За Чили:
POR CHILE:

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利維亞：
За Болівію:
POR BOLIVIA:

Ad referendum
João Carlos MUNIZ
4 de Maio de 1949

FOR CHINA:
POUR LA CHINE:
中國：
За Китай:
POR LA CHINA:

CHANG Peng Chun
4th May 1949

FOR BRAZIL:
POUR LE BRÉSIL:
巴西：
За Бразилию:
POR EL BRASIL:

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞：
За Колумбію:
POR COLOMBIA:

Con reserva de la aprobación legislativa^[3]
R. URDANETA ARBELÁEZ

Junio 1º de 1949

¹ Signed Dec. 8, 1949.

² Subject to approval.

³ Subject to legislative approval.

FOR COSTA RICA:
POUR COSTA-RICA:
哥斯大黎加：
За Костарику:
POR COSTA RICA:

FOR CUBA:
POUR CUBA:
古巴：
За Кубу:
POR CUBA:

Ad referendum
Gustavo GUTIÉRREZ
Mayo 4, 1949

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯拉夫：
За Чехословакию:
POR CHECOESLOVAQUIA:

Subject to ratification
Dr. Adolf HOFFMEISTER
May 9th, 1949

FOR DENMARK:¹⁾
POUR LE DANEMARK:
丹麦：
За Дания:
POR DINAMARCA:

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多明尼加共和国：
За Доминиканскую Республику:
POR LA REPÚBLICA DOMINICANA:

FOR ECUADOR:
POUR L'ÉQUATEUR:
厄瓜多：
За Эквадор:
POR EL ECUADOR:

FOR EGYPT:
POUR L'EGYPTE:
埃及：
За Египет:
POR EGIPTO:

Sous réserve de ratification!¹⁾
A. M. KACHABA
9-5-49

FOR EL SALVADOR:
POUR LE SALVADOR:
薩爾瓦多：
За Сальвадор:
POR EL SALVADOR:

Ad referendum
M. Rafael URQUIA
5 de Mayo de 1949

FOR ETHIOPIA:
POUR L'ETHIOPIE:
阿比西尼亞：
За Эфиопию:
POR ETIOPÍA:

FOR FRANCE:
POUR LA FRANCE:
法蘭西：
За Францию:
POR FRANCIA:

J. CHAUVEL
5 mai 1949

FOR GREECE:
POUR LA GRÈCE:
希腊：
За Грецию:
POR GRECIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉：
За Гватемалу:
POR GUATEMALA:

¹⁾ Signed Nov. 21, 1949; acceptance deposited Mar. 1, 1950.
* Subject to ratification. (Ratification deposited Sept. 16, 1949.)

FOR HAITI:
POUR HAÏTI:
海地：
За Гаити:
POR HAITI:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩：
За Ливан:
POR EL LÍBANO:

FOR HONDURAS:
POUR LE HONDURAS:
洪都拉斯：
За Гондурас:
POR HONDURAS:

FOR LIBERIA:
POUR LE LIBÉRIA:
利比里亞：
За Либерию:
POR LIBERIA:

FOR ICELAND:¹⁾
POUR L'ISLANDE:
冰島：
За Исландию:
POR ISLANDIA:

FOR THE GRAND DUCHY OF LUXEMBOURG:
POUR LE GRAND-DUCHÉ DE LUXEMBOURG:
盧森堡大公國：
За Великое Герцогство Люксембург:
POR EL GRAN DUCADO DE LUXEMBURGO:

FOR INDIA:
POUR L'INDE:
印度：
За Индию:
POR LA INDIA:

Ad referendum
Pierre PESCATORE
4 mai 1949

Subject to acceptance¹⁾
M. C. SETALVAD
12.5.49

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥：
За Мексику:
POR MÉXICO:

FOR IRAN:¹⁾
POUR L'IRAN:
伊朗：
За Иран:
POR IRÁN:

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
荷蘭王國：
За Королевство Нидерландов:
POR EL REINO DE HOLANDA:

FOR IRAQ:
POUR L'IRAK:
伊拉克：
За Ирак:
POR IRAK:

Sous réserve d'acceptation¹⁾
SNOUCK HÜRCRONJE
le 2 juin 1949

FOR NEW ZEALAND:¹⁾
POUR LA NOUVELLE-ZÉLANDE:
紐西蘭：
За Новую Зеландию:
POR NUEVA ZELANDIA:

¹ Acceptance deposited Oct. 25, 1950.
² Acceptance deposited Dec. 28, 1949.
³ Signed Dec. 28, 1949.

⁴ Ratification deposited Sept. 14, 1950.
⁵ Subject to acceptance.
⁶ Signed Oct. 14, 1950.

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜：
За Никарагуа：
POR NICARAGUA:

FOR THE PHILIPPINE REPUBLIC:
POUR LA RÉPUBLIQUE DES PHILIPPINES:
菲律賓共和國：
За Филиппинскую Республику:
POR LA REPÚBLICA DE FILIPINAS:

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVÈGE:
挪威王國：
За Королевство Норвегии:
POR EL REINO DE NORUEGA:

FOR POLAND:
POUR LA POLOGNE:
波蘭：
За Польшу:
POR POLONIA:

Arne SUNDE
4th of May 1949

FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦：
За Пакистан:
POR EL PAKISTÁN:

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
蘇地亞拉伯：
За Саудовскую Аравию:
POR ARABIA SAUDITA:

Subject to ratification
Zafrulla KHAN
5.13.49

FOR SIAM:
POUR LE SIAM:
暹羅：
За Сиам:
POR SIAM:

FOR PANAMA:
POUR LE PANAMA:
巴拿馬：
За Панаму:
POR PANAMÁ:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典：
За Швецию:
POR SUECIA:

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭：
За Парагвай:
POR EL PARAGUAY:

FOR SYRIA:
POUR LA SYRIE:
敘利亞：
За Сирію:
POR SIRIA:

FOR PERU:
POUR LE PÉROU:
秘魯：
За Перу:
POR EL PERÚ:

FOR TURKEY:

POUR LA TURQUIE:

土耳其：

За Турција:

POR TURQUÍA:

Sous réserve d'acceptation!¹⁾

Selim SARPER

4 mai 1949

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:

乌克兰蘇維埃社會主義共和國：

За Українську Соціалістичну Республіку:

POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRAINA:

FOR THE UNION OF SOUTH AFRICA:²⁾

POUR L'UNION SUD-AFRICAINE:

南非聯邦：

За Южно-Африканский Союз:

POR LA UNIÓN SUDAFRICANA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:

蘇維埃社會主義共和國聯邦：

За Союз Советских Социалистических Республик:

POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:

При подписании настоящего протокола правительство
Союза Советских Социалистических Республик заявляет
о своем несогласии со ст. 7 приложения к данному про-
токолу.

14/V — 1949 г.

A. GROMYKO³⁾

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國：

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

P. C. GORDON-WALKER

May 4th, 1949

¹⁾ Subject to acceptance. (Ratification deposited Sept. 13, 1950.)

²⁾ Signed Sept. 1, 1950.

³⁾ In signing the present Protocol, the Government of the Union of Soviet Socialist Republics declares that it's not in agreement with article 7 of the annex to the said Protocol. A. Gromyko, 14 May 1949.

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
美利堅合衆國：
За Соединенные Штаты Америки:
POR LOS ESTADOS UNIDOS DE AMÉRICA:

Subject to acceptance!
Warren R. AUSTIN
May 4, 1949

**FOR URUGUAY:
POUR L'URUGUAY:
烏拉圭：
За Уругвай：
POR EL URUGUAY:**

FOR VENEZUELA:
POUR LE VENEZUELA:
委內瑞拉：
За Венесуэлу:
POR VENEZUELA:

FOR YEMEN:
POUR LE YÉMEN:
葉門：
За Йемен:
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YUGOSLAVIE:
南斯拉夫：
За Югославию:
POR YUGOSLAVIA:

Sous réserve de ratification⁽¹⁾
V. POPOVIC
4/V/49

Certified true copy.

For the Secretary-General:

Conie certifiée conforme

Pour le Secrétaire général:

J. KERNO

Assistant Secretary-General in charge of the Legal Department *Sectrétaire général adjoint chargé du Département juridique.*

¹ Ratification deposited Aug. 14, 1950.
² Subject to ratification.

WHEREAS the Senate of the United States of America by their resolution of July 6, 1950, 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 August 7, 1950, in pursuance of the aforesaid advice and consent of the Senate;

Ante, p. 853.
WHEREAS it is provided in Article 5, first paragraph, of the said protocol that the protocol shall come into force on the date on which two or more States shall have become parties thereto;

WHEREAS it is provided by Article 4 of the said protocol that States may become parties to the protocol by (a) signature without reservation as to acceptance; (b) signature with reservation as to acceptance, followed by acceptance; or (c) acceptance; and that acceptance shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations;

WHEREAS the said protocol was signed on May 4, 1949 without reservation as to acceptance on behalf of Canada, China, Norway, and the United Kingdom of Great Britain and Northern Ireland;

WHEREAS, pursuant to the aforesaid provision of Article 5, first paragraph, of the said protocol, the protocol came into force on May 4, 1949 in respect of the aforementioned four countries on behalf of which the protocol had been signed without reservation as to acceptance;

WHEREAS a formal instrument accepting the said protocol was deposited with the Secretary-General of the United Nations by the United States of America on August 14, 1950;

WHEREAS it is provided in Article 5, second paragraph, of the said protocol that the amendments set forth in the annex to the protocol shall come into force in respect of the agreement of May 4, 1910 for the suppression of the circulation of obscene publications when thirteen parties thereto shall have become parties to the present protocol;

WHEREAS, according to a notification received by the Government of the United States of America from the Secretary-General of the United Nations, the aforesaid amendments entered into force on March 1, 1950;

Now, THEREFORE, be it known that, I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said protocol amending the agreement for the suppression of the circulation of obscene publications, signed at Paris on May 4, 1910, to the end that the said protocol and every article and clause thereof and the said amendments set forth in the annex to the protocol shall be observed and fulfilled with good faith on and after August 14, 1950

by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

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

HARRY S TRUMAN

By the President:

DEAN ACHESON

Secretary of State

*Translation***ANNEX TO THE PROTOCOL AMENDING THE AGREEMENT
FOR THE SUPPRESSION OF THE CIRCULATION OF OB-
SCENE PUBLICATIONS, SIGNED AT PARIS ON MAY 4, 1910**

In Article 1, the final paragraph shall read:

37 Stat. 1512.

"The Contracting Governments shall mutually make known to one another, through the Secretary-General of the United Nations, the authority established or designated in accordance with the present Article."

Article 4 shall read:

"Non-signatory States may adhere to the present Agreement. They shall notify their intention to that effect by an instrument which shall be deposited in the archives of the United Nations. The Secretary-General of the United Nations shall send a certified copy thereof to each of the Contracting States and to all Members of the United Nations and at the same time shall inform them of the date of deposit.

"Six months after that date the Agreement will enter into force throughout the territory of the adhering State which will thereby become a Contracting State."

In Article 5, the third paragraph shall read:

"Notice of the denunciation shall be given by an instrument which shall be deposited in the archives of the United Nations. The Secretary-General of the United Nations shall send a certified copy thereof to each of the Contracting States and to all Members of the United Nations and at the same time shall inform them of the date of deposit."

In Article 7,

The first paragraph shall read:

"Should a Contracting State wish the present Agreement to be put into force in one or more of its colonies, possessions or consular court districts, it shall give notice of its intention to that effect by an instrument which shall be deposited in the archives of the United Nations. The Secretary-General of the United Nations shall send a certified copy thereof to each of the Contracting States and to all

Members of the United Nations and at the same time shall inform them of the date of deposit."

The third paragraph shall read:

"The denunciation of the Agreement by one of the Contracting States for one or more of its colonies, possessions or consular court districts shall be accomplished in the manner and under the conditions set forth in the first paragraph of the present Article. It shall take effect twelve months after the date of deposit of the instrument of denunciation in the archives of the United Nations."

Note by the Department of State

The following countries have also, in accordance with Article 4, become Parties to the May 4, 1949, Protocol Amending the Agreement for the Suppression of the Circulation of Obscene Publications signed at Paris on May 4, 1910:

<i>Country</i>	<i>Date of Signature</i>	<i>Date of Deposit of Acceptance</i>
Austria	August 4, 1950	
Ceylon	July 14, 1949	
Finland		October 31, 1949
Rumania [1]	November 2, 1950	
Switzerland		September 23, 1949

¹In signing this Protocol the Plenipotentiary of the Rumanian Government submitted the following declaration:

"In signing the Protocol of 4 May 1949 amending the Agreement for the suppression of the circulation of Obscene Publications concluded at Paris on 4 May 1910, the Government of the People's Republic of Romania declares that it is not in agreement with article 7 of the annex to the said Protocol."

PAKISTAN

MUTUAL DEFENSE ASSISTANCE

TIAS 2165
Nov. 29 and
Dec. 15, 1950

Agreement effected by exchange of notes signed at Washington November 29 and December 15, 1950; entered into force December 15, 1950.

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE

WASHINGTON

Nov 29 1950

EXCELLENCY:

I have the honor to address your Excellency concerning the request of the Government of Pakistan for the transfer of certain items of military supplies and equipment by the Government of the United States. There are certain assurances and undertakings by the Government of Pakistan which the Government of the United States must obtain before completing any transaction under Section 408(e) of the Mutual Defense Assistance Act of 1949, (Public Law 329, 81st Congress) as amended by Public Law 621, 81st Congress.

[¶] 63 Stat. 720; 64 Stat.
376.
[¶] 22 U. S. C. § 1580.

59 Stat. 1031.

The Department understands the Government of Pakistan is prepared to agree to use such items as may be provided to foster international peace and security within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the principles and purposes of the Charter to participate effectively in arrangements for individual and collective self-defense in support of those purposes and principles; and, moreover, that the items to be provided by the Government of the United States are required by the Government of Pakistan to maintain its internal security, its legitimate self-defense or permit it to participate in the defense of the area of which it is a part; and that it will not undertake any act of aggression against any other state.

The Department understands also that the Government of Pakistan will obtain the consent of the Government of the United States prior to the transfer of title to or possession of any equipment, materials, information, or services furnished, and that the Government of Pakistan will take appropriate measures to protect the security of any article, service, or information furnished. The Government of Pakistan also understands, the Department is informed, that the Government of the United States necessarily retains the privilege of

Nov. 29, 1950
Dec. 15, 1950

diverting items of equipment or of not completing services undertaken if such action is dictated by considerations of United States national interest.

Finally, the Department understands that the Government of Pakistan is prepared to accept terms and conditions of payment for the items transferred, to be agreed upon between the Government of Pakistan and the Government of the United States, which accord with the terms of Section 408(e) of the Mutual Defense Assistance Act of 1949, as amended.

A reply by the Government of Pakistan to the effect that these understandings are correct will be considered as constituting an agreement between the Government of Pakistan and the Government of the United States.

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

For the Secretary of State:

GEORGE C. McGHEE

His Excellency

M. A. H. ISPAHANI,
Ambassador of Pakistan.

The Pakistani Ambassador to the Assistant Secretary of State

EMBASSY OF PAKISTAN
WASHINGTON, D. C.

TELEGRAPHIC ADDRESS "PAREP"

December 15, 1950.

F.183/50/4

DEAR MR. ASSISTANT SECRETARY,

I have the honour to refer to your letter of November 29, 1950, concerning the request of the Government of Pakistan for the transfer of certain items of military supplies and equipment by the Government of the United States which my Government desires to purchase. The assurances and undertakings (as stated by you in your letter under reference) required by the Government of the United States under Section 408(e) of the Mutual Defence Assistance Act of 1949, (Public Law 329, 81st Congress) as amended by Public Law 621, 81st Congress, are agreed to by my Government.

The Government of Pakistan is prepared to accept terms and conditions of payment for the items transferred, to be agreed upon between the Government of Pakistan and the Government of the

United States, which accord with the terms of Section 408. (e) of the Mutual Defence Assistance Act of 1949, as amended.

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

For the Ambassador:

M. O. A. BAIG.

The Honourable GEORGE C. McGHEE,
Assistant Secretary of State,
Department of State,
Washington, D.C.

CUBA

AIR FORCE MISSION

Agreement signed at Washington December 22, 1950; entered into force December 22, 1950.

TIAS 2166
Dec. 22, 1950

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CUBA PROVIDING FOR THE SERVICES OF A UNITED STATES AIR FORCE MISSION TO THE REPUBLIC OF CUBA

ACUERDO ENTRE LOS GOBIERNOS DE LOS ESTADOS UNIDOS DE AMERICA Y DE LA REPUBLICA DE CUBA SOBRE PRESTACION DE SERVICIOS DE UNA MISION DE LA FUERZA AEREA DE LOS ESTADOS UNIDOS EN LA REPUBLICA DE CUBA

In conformity with the discussions held between the Governments of the United States of America and the Republic of Cuba on hemisphere military co-operation and a possible uniformity of military tactics and methods, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a United States Air Force Mission to the Republic of Cuba under the conditions specified below:

De conformidad con las conversaciones celebradas entre los Gobiernos de los Estados Unidos de América y de la República de Cuba, con referencia a la cooperación militar hemisférica y a una posible uniformidad de tácticas y métodos militares, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y personal subalterno para constituir una misión de la fuerza aérea de los Estados Unidos en la República de Cuba de acuerdo con las condiciones estipuladas a continuación:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Chief of Staff of the Army of the Republic of Cuba and the Cuban Air Force. Officers of the Mission will act, wherever required

TITULO I

Objeto y Duración

ARTICULO 1. El objeto de esta Misión es el de cooperar con el Jefe del Estado Mayor del Ejército de la República de Cuba y de la Fuerza Aérea Cubana. Los oficiales de la Misión, actuarán,

by the Chief of Staff of the Army dondequiera que lo solicite el Jefe del Estado Mayor de la República of the Republic of Cuba, as tactical and technical advisers to the Cuban Air Force with regard to y técnicos de la Fuerza Aérea aviation. Cuban con relación a la aviación.

ARTICLE 2. The Mission shall continue for a period of two (2) years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Cuba, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be re-called at any time by the Government of the United States of America, provided a replacement with equivalent qualifications is furnished, unless it is mutually agreed between the Government of the United States of America and the Government of the Republic of Cuba that no replacement is required.

ARTICULO 2. La Misión continuará por un período de dos (2) años a partir de la fecha en que firmen este Arreglo los representados del Gobierno de los Estados Unidos de América y del Gobierno de la República de Cuba, a menos que se dé por terminado antes o que sea prolongado en la forma que se establece más adelante. Cualquier miembro de la Misión puede ser retirado en cualquier momento por el Gobierno de los Estados Unidos de América siempre que se suministre otro miembro de igual competencia para que lo reemplace, a menos que se haya acordado mutuamente entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Cuba que no se necesita ningún substituto.

Extension of services.

ARTICLE 3. If the Government of the Republic of Cuba should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICULO 3. Si el Gobierno de la República de Cuba deseare que los servicios de la Misión fueren prorrogados más allá del período estipulado, hará una propuesta por escrito con este objeto seis meses antes de la expiración de este Arreglo.

Termination.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of two (2) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

ARTICULO 4. Este Arreglo podrá terminarse antes de la expiración del período de dos (2) años prescrito en el Artículo 2, o antes de la expiración de la prórroga autorizada en el Artículo 3, de la manera siguiente:

a. By either of the Governments, subject to three months' written notice to the other Government;

b. By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America or at the request of the Government of the Republic of Cuba, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Cuba at any time during a period when either Government is involved in domestic or foreign hostilities.

a. Por cualquiera de los dos Gobiernos, mediante aviso por escrito al otro Gobierno con tres meses de anticipación;

b. Al retirar los Estados Unidos de América todo el personal de la Misión en razón de interés público de los Estados Unidos de América o a solicitud del Gobierno de la República de Cuba, sin necesidad de cumplir con la disposición (a) de este Artículo.

Cancellation during period of hostilities.

ARTICULO 5. Este Convenio está sujeto a cancelación por iniciativa, ya sea del Gobierno de los Estados Unidos de América o del Gobierno de la República de Cuba, en cualquier momento, mientras alguno de los dos países esté en vuelto en hostilidades externas o internas.

TITLE II

Composition and Personnel

ARTICLE 6. The Mission shall consist of such personnel of the United States Air Force as may be agreed upon by the Chief of Staff of the Army of the Republic of Cuba, through his authorized representative in Washington, and by the Department of the Air Force of the United States of America.

TITULO II

Composición y Personal

ARTICULO 6. Esta Misión estará constituida por el personal de la Fuerza Aérea de los Estados Unidos que sea convenido por el Jefe del Estado Mayor del Ejército de la República de Cuba, por medio de su representante autorizado en Washington, y por la Secretaría de la Fuerza Aérea de los Estados Unidos de América.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon by the Chief of Staff of the Army of the Republic of Cuba and the Chief of the Mission.

TITULO III

Deberes, Grado y Precedencia

ARTICULO 7. El personal de la Misión tendrá las obligaciones que sean convenidas entre el Jefe del Estado Mayor del Ejército de la República de Cuba y el Jefe de la Misión.

ARTICLE 8. In carrying out their duties, the members of the Mission shall be responsible solely to the Chief of Staff of the Army of the Republic of Cuba and this responsibility shall be enforced through the Chief of the Mission.

ARTICULO 8. En el desempeño de sus obligaciones los miembros de la Misión serán responsables solamente ante el Jefe del Estado Mayor del Ejército de la República de Cuba y esta responsabilidad se exigirá por conducto del Jefe de la Misión.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force, and shall wear the uniform and insignia of the said Air Force.

ARTICULO 9. Cada miembro de la Misión desempeñará sus funciones con el grado que tenga en la Fuerza Aérea de los Estados Unidos y usará el uniforme e insignias de dicha fuerza aérea.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and honors which the Regulations of the Cuban Air Force provide for Cuban officers and subordinate personnel of corresponding rank.

ARTICULO 10. Cada miembro de la Misión tendrá derecho a todos los beneficios y honores que los reglamentos de la Fuerza Aérea Cubana otorgan a los oficiales cubanos y al personal subalterno del grado correspondiente.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Air Force. If an act is committed by a mission member which in the opinion of the Cuban Government is of such nature as to warrant disciplinary action, the mission member shall be removed upon request of the Cuban authorities so that the regulations of the United States Air Force shall be applied in the territory of the United States of America.

ARTICULO 11. El personal de la Misión se regirá por los reglamentos disciplinarios de la Fuerza Aérea de los Estados Unidos. Si algún miembro de la Misión cometiere algún acto, que en opinión del Gobierno de Cuba, fuere de tal naturaleza que justificase acción disciplinaria, tal miembro de la Misión será retirado a solicitud de las autoridades cubanas a fin de que los reglamentos de la Fuerza Aérea de los Estados Unidos se apliquen en el territorio de los Estados Unidos de América.

TITLE IV

Compensation and Perquisites

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Cuba such net annual compensa-

TITULO IV

Remuneración y Obvenciones

ARTICULO 12. Los miembros de la Misión recibirán del Gobierno de la República de Cuba la remuneración neta anual que de

Benefits and honors

Disciplinary regulations.

tion as may be agreed upon by the mutuo acuerdo convengan el Government of the United States Gobierno de los Estados Unidos de of America and the Government of América y el Gobierno de la the Republic of Cuba for each República de Cuba para cada member. This compensation shall miembro. Esta remuneración se be paid in twelve (12) equal abonará en doce (12) mensual monthly installments, each due dades iguales que vencen y deben and payable on the last day of the pagarse el último día de cada mes. month. The compensation shall La remuneración no estará sujeta not be subject to any tax, now or a ningún impuesto que esté en hereafter in effect, of the Govern- vigor o se imponga en el futuro ment of the Republic of Cuba or del Gobierno de la República de of any of its political or adminis- Cuba o de cualquiera de sus trative subdivisions. Should there, subdivisiones políticas o adminis- however, at present or while this trativas. Sin embargo, si al pre- Agreement is in effect, be any sente o durante la vigencia de este taxes that might affect this com- arreglo existieren impuestos que pensation, such taxes shall be pudiesen afectar esta remunera- borne by the Government of the ción, tales impuestos serán paga- Republic of Cuba in order to dos por el Gobierno de la Repú- comply with the provisions of this blica de Cuba con el objeto de Article that the compensation cumplir con la disposición de agreed upon shall be net.

Tax exemption.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure

ARTICULO 13. La remuneración convenida de acuerdo con el artículo anterior, comenzará a regir desde la fecha en que cada miembro de la Misión parta de los Estados Unidos de América y, excepto lo que expresamente se dispone en contrario en este Arreglo, continuará después de la terminación de sus servicios en la Misión, por todo el tiempo de su viaje de regreso a los Estados Unidos de América además de cualquier período de licencia acumulada a que tenga derecho.

ARTICULO 14. La remuneración que se deba por el período que dure el viaje de regreso y por el de la licencia acumulada se le pagará al miembro que haya sido retirado

Commencement
and continuation of
compensation.

from the Republic of Cuba, and antes de su partida de la República such payment shall be computed de Cuba, y tal pago debe calcularse a base de viajes por la ruta traveled route to the port of entry más corta generalmente empleada in the United States of America, al puerto de entrada en los Estados Unidos de América, cualesquiera of travel used by the member of que sean la ruta y el método de the Mission. viaje empleados por el Miembro de la Misión.

Travel accommodations.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Cuba with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Cuba, both for the outward and return trip. The Government of the Republic of Cuba shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Cuba, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement, or when such shipments are

ARTICULO 15. El Gobierno de la República de Cuba proporcionará a cada miembro de la Misión pasajes de primera clase para el viaje, por la vía más corta usualmente empleada, que se requiera y efectúe de conformidad con este Arreglo entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Cuba, tanto para el viaje de ida como para el de regreso. El Gobierno de la República de Cuba pagará también los gastos de transporte de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Cuba, lo mismo que todos los gastos relacionados con el transporte de dichos efectos domésticos, equipaje y automóvil desde la República de Cuba hasta el puerto de entrada en los Estados Unidos de América. El transporte de dichos efectos domésticos, equipaje y automóvil deberá ser hecho en un solo embarque, y todo embarque subsiguiente correrá por cuenta de los respectivos miembros de la Misión, excepto cuando lo se disponga en con-

Shipment of household effects, etc.

necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Chief of Staff of the Army of America and the authorized representative of the Chief of Staff of the Army of the Republic of Cuba in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

trario en este Arreglo, así como en los casos derivados de circunstancias ajenas a su voluntad. El pago de los gastos de transporte de las familias, efectos domésticos y automóviles del personal que pueda unirse a la Misión para servicio temporal a la solicitud del Jefe del Estado Mayor del Ejército de la República de Cuba, se determinará mediante negociaciones entre el representante autorizado del Jefe del Estado Mayor del Ejército de la República de Cuba en Washington y la Secretaría de la Fuerza Aérea de los Estados Unidos de América cuando se convenga en el nombramiento del personal para dicho servicio temporal.

ARTICLE 16. Upon request of the Chief of the Mission the personal and household effects, baggage and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties and import duties of any kind by the Government of Cuba and allowed free entry and egress. This provision is applicable to all personnel on official duty with the Mission.

ARTICLE 17. Should the services of any member of the Mission be terminated by the Government of the United States of America prior to the completion of two years of service as a member of

ARTICULO 16. A solicitud del Jefe de la Misión los efectos personales y domésticos, el equipaje y automóviles de los miembros de la Misión, así como los artículos importados por los miembros de la Misión para su uso personal y para el uso de los miembros de sus familias o para uso oficial de la Misión, estarán exentos de derechos de aduana y de importación de cualquier clase que imponga el Gobierno de Cuba y se permitirá su entrada y salida libres. Esta disposición será aplicable a todo el personal en funciones oficiales con la Misión.

ARTICULO 17. Si los servicios de algún miembro de la Misión terminaran, por disposición del Gobierno de los Estados Unidos de América, antes de completar dos años como tal, el costo del viaje

Exemption from customs duties.

Termination of services prior to specified time.

the Mission, the cost of the return de regreso a los Estados Unidos de to the United States of America América de dicho miembro, su of such member, his family, bag- familia, equipaje, efectos domésticos gage, household goods, and auto- cos y automóvil no correrá por mobile shall not be borne by the cuenta del Gobierno de la Re- Government of the Republic of pública de Cuba ni tampoco los Cuba, nor shall the expenses con- gastos relacionados con el trans- nected with transporting the re- porte del miembro que vaya a placing member to his station in sustituirlo a su residencia oficial Cuba, except the cost of shipment en Cuba con excepción de los of his automobile, be borne by the gastos de embarque de su auto- Government of the Republic of móvil. Cuba.

Compensation for
transportation and
traveling expenses.

ARTICLE 18. Compensation for transportation and expenses incurred during travel performed on official business of the Government of the Republic of Cuba shall be provided by the Government of the Republic of Cuba in accordance with the provisions of Article 10.

Provision of motor
transportation.

ARTICLE 19. Suitable motor transportation with chauffeur shall be made available by the Government of the Republic of Cuba for use by the members of the Mission for the conduct of the official business of the Mission.

Office premises, etc.

ARTICLE 20. The Government of the Republic of Cuba shall provide suitable premises and office facilities for the use of the members of the Mission.

Transportation of re-
mains in case of death.

ARTICLE 21. If any member of the Mission, or any of his family, should die in the Republic of Cuba, the Government of the Republic of Cuba shall have the body transported to such place in the United States of America as the surviving members of the family may decide,

de regreso a los Estados Unidos de América de dicho miembro, su familia, equipaje, efectos domésticos y automóvil no correrá por cuenta del Gobierno de la República de Cuba ni tampoco los gastos relacionados con el transporte del miembro que vaya a sustituirlo a su residencia oficial en Cuba con excepción de los gastos de embarque de su automóvil.

ARTICULO 18. La compensación por transporte y gastos de viaje incurridos en asuntos oficiales del Gobierno de la República de Cuba será pagada por el Gobierno de la República de Cuba de acuerdo con las disposiciones del Artículo 10.

ARTICULO 19. El Gobierno de la República de Cuba proporcionará, cuando se le solicite, automóviles adecuados con chofer para uso de los miembros de la Misión en el desempeño de funciones oficiales de la Misión.

ARTICULO 20. El Gobierno de la República de Cuba proporcionará local adecuado y facilidades de oficina para uso de los miembros de la Misión.

ARTICULO 21. Si cualquier miembro de la Misión o cualquier miembro de su familia falleciese en la República de Cuba, el Gobierno de la República de Cuba hará que los restos sean transportados hasta el lugar en los Estados Unidos de América que

but the cost to the Government determinen los miembros sobrevivientes de su familia; pero el costo para el Gobierno de la República de Cuba no excederá del costo del transporte de los restos del lugar del fallecimiento a la ciudad de Nueva York. Si el costo del transporte de los restos de la Misión, se considerará que sus servicios en ésta han terminado quince (15) días después de su muerte. Se proporcionará transporte a la ciudad de Nueva York para la familia del miembro fallecido y para su equipaje, efectos domésticos y automóvil, de acuerdo con las disposiciones del Artículo 15. Toda remuneración debida al miembro fallecido, inclusive el sueldo por los quince (15) días subsiguientes a su muerte y todo el reembolso de gastos de transporte en viajes realizados en misiones oficiales de la República de Cuba, serán pagados a los herederos legales del extinto miembro o a cualquier otra persona que hubiese sido designada por escrito por el fallecido mientras con los términos de este Arreglo; pero no se compensará a dichos herederos legales o a la otra persona por la licencia acumulada a que tenía derecho el fallecido y no usada por él. Todo pago debido a los herederos legales o a la otra persona designada por el fallecido, según las disposiciones de este Artículo, será efectuado dentro de quince (15) días después del fallecimiento de dicho miembro.

Return transportation for family.

Compensation due deceased member.

TITLE V

TITULO V

Requisites and ConditionsRequisitos y Condiciones

Services of personnel
of other foreign gov-
ernments, restriction.

ARTICLE 22. If while this Agreement or any extension thereof is in force, the Government of the Republic of Cuba should wish to engage the services of personnel of some other foreign government for duties of any nature in connection with the Cuban Army, the Government of the Republic of Cuba will give three (3) months advance notice to the Government of the United States of America to that effect, and in case mutual agreement is not reached between the two Governments with regard to such contract, the Government of the United States of America may consider this Agreement terminated with merely a notification to that effect to the Government of the Republic of Cuba.

Secrecy require-
ment.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

"Family."

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICULO 22. Si mientras este Arreglo o cualquiera de sus prórrogas esté en vigor el Gobierno de la República de Cuba desease contratar los servicios de personal de otro gobierno extranjero para funciones de cualquier naturaleza relacionadas con el ejército cubano, el Gobierno de la República de Cuba dará aviso con tres (3) meses de anticipación al Gobierno de los Estados Unidos de América a tal efecto, y en caso de que no se llegara a un acuerdo mutuo entre los dos Gobiernos en lo referente a tal contrato, el Gobierno de los Estados Unidos de América considerará terminado este Arreglo con una sencilla notificación a este efecto al Gobierno de la República de Cuba.

ARTICULO 23. Cada miembro de la Misión convendrá en no divulgar, ni en revelar por cualquier medio a gobierno extranjero alguno, o a persona alguna, cualquier secreto o asunto confidencial del cual pueda tener conocimiento en su calidad de miembro de la Misión. Este requisito continuará siendo obligatorio después de terminar su servicio con la Misión y después de la expiración o cancelación de este Arreglo o cualquier prórroga del mismo.

ARTICULO 24. En todo este Arreglo se entenderá que el término "familia" sólo abarca a la esposa y a los hijos no emancipados.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Leave.

ARTICULO 25. Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo o a una parte proporcional de dicha licencia con sueldo por cualquier fracción de año. Las partes de dicha licencia que no hayan sido usadas podrán acumularse de año en año mientras el interesado preste servicio como miembro de la Misión.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Cuba, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICULO 26. La licencia que se estipula en el Artículo anterior puede ser disfrutada en Cuba, en los Estados Unidos de América o en otros países; pero los gastos de viaje y de transporte no especificados en este Arreglo correrán por cuenta del miembro de la Misión que disfruta de la licencia. Todo el tiempo que se emplee en viajar se contará como parte de la licencia y no se añadirá al tiempo autorizado en el Artículo anterior.

ARTICLE 27. The application for leave, to which Article 25 refers, shall be presented to the Chief of Staff of the Army of Cuba after being approved by the Chief of the Mission and the leave shall be granted, with due consideration for the convenience of the Government of the Republic of Cuba.

ARTICULO 27. La solicitud de licencia a que se refiere el Artículo 25 será presentada al Jefe del Estado Mayor del Ejército de Cuba, aprobada previamente por el Jefe de la Misión, y será concedida después de prestar debida consideración a la conveniencia del Gobierno de la República de Cuba.

ARTICLE 28. The Government of the Republic of Cuba shall make available without cost to members of the Mission and their families the same medical facilities which enjoy.

ARTICULO 28. El Gobierno de la República de Cuba proporcionará libre de costo a los miembros de la Misión y a sus familias la misma atención médica que se proporcione a los miembros del Ejército de Cuba.

ARTICLE 29. Any members of the Mission unable to perform his

ARTICULO 29. Todo miembro de la Misión inhabilitado para desem-

Medical facilities.

Replacement in case of disability.

duties with the Mission by reason of long-continued physical disability shall be replaced.

peñar sus servicios con la Misión por razón de incapacidad física prolongada, será reemplazado.

TITLE VI

Additional Personnel

ARTICLE 30. In addition to the accredited personnel as provided for in Article 6, the United States Air Force may assign, subject to the concurrence of the Chief of Staff of the Army of the Republic of Cuba, such additional personnel as may be required to perform the administration of the Mission and to maintain and operate the aircraft and other equipment assigned to the Mission. The following articles only shall apply to such additional personnel: 11, 16, 23 and 28.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Luis Machado, Ambassador Extraordinary and Plenipotentiary of the Republic of Cuba at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this twenty-second day of December, 1950.

ARTICULO 30. Además del personal acreditado como se dispone en el Artículo 6, la Fuerza Aérea de los Estados Unidos podrá asignar, con sujeción al asentimiento del Jefe del Estado Mayor del Ejército de la República de Cuba, el personal adicional que se pueda requerir para desempeñar las funciones administrativas de la Misión y para la conservación y funcionamiento de los aviones y demás equipo que se asigne a la Misión. Sólo serán aplicables a dicho personal adicional los Artículos 11, 16, 23 y 28.

EN TESTIMONIO DE LO CUAL, los suscritos, Dean Acheson, Secretario de Estado de los Estados Unidos de América, y Luis Machado, Embajador Extraordinario y Plenipotenciario de la República de Cuba en Washington, debidamente autorizados para ello, han firmado este Arreglo, en duplicado, en los idiomas inglés y español, en Washington, este veintidós día del mes de diciembre, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

DEAN ACHESON

FOR THE GOVERNMENT OF THE REPUBLIC OF CUBA:
POR EL GOBIERNO DE LA REPUBLICA DE CUBA:

L. MACHADO

PANAMA
TECHNICAL COOPERATION

Agreement signed at Panamá December 30, 1950; entered into force De-
cember 30, 1950.

TIAS 2167
Dec. 30, 1950

POINT FOUR GENERAL AGREEMENT
FOR TECHNICAL COOPERATION BETWEEN THE
UNITED STATES OF AMERICA AND THE
REPUBLIC OF PANAMA

* * *

ACUERDO GENERAL ENTRE LOS ESTADOS
UNIDOS DE AMERICA Y PANAMA SOBRE LA
COOPERACION TECNICA DE CONFORMIDAD
CON EL PUNTO CUATRO

**POINT FOUR GENERAL ACUERDO GENERAL ENTRE
AGREEMENT FOR TECH-
NICAL COOPERATION
BETWEEN THE UNITED
STATES OF AMERICA AND
THE REPUBLIC OF PANAMA**

**LOS ESTADOS UNIDOS DE
AMERICA Y LA REPUBLICA
DE PANAMA SOBRE LA
COOPERACION TECNICA
DE CONFORMIDAD CON EL
PUNTO CUATRO**

The Government of the United States of America and the Government of the Republic of Panamá

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá

Have agreed as follows:

Han convenido en lo siguiente:

ARTICLE I

Assistance and Cooperation

ARTICULO I

Asistencia y Cooperación

1. The Government of the United States of America and the Government of the Republic of Panamá undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the development of the economic resources and productive capacities of Panamá. Particular 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 duly designated representatives of Panamá and the Technical Cooperation Administration of the United States of America, or by other persons, agencies, or organizations.
1. El Gobierno de los Estados Unidos de América y el Gobierno de la República de Panamá se comprometen a cooperar recíprocamente en el intercambio de conocimientos técnicos y en actividades conexas con el objeto de contribuir al desarrollo equilibrado e integral de los recursos económicos y la capacidad productiva de Panamá. Se llevarán a cabo programas particulares y proyectos de cooperación en cumplimiento de las estipulaciones de los acuerdos o entendimientos separados por escrito que posiblemente se celebren entre los representantes debidamente designados de Panamá y por la Administración de Cooperación Técnica de los Estados Unidos de América, o por otras personas,

zations designated by the governments. agencias ú organismos designados por los gobiernos.

2. The Government of the Republic of Panamá through its duly designated representatives in cooperation with representatives of the Technical Cooperation 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 Panamá.

2. El Gobierno de la República de Panamá por medio de sus representantes debidamente designados en cooperación con los representantes de la Administración de Cooperación Técnica, ú otros representantes debidamente designados por los Estados Unidos de América, y los representantes de organismos internacionales apropiados tratarán de coordinar e integrar todos los programas de cooperación técnica que se lleven a cabo en Panamá.

3. The Government of the Republic of Panamá will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

3. El Gobierno de la República de Panamá cooperará en el intercambio mutuo de conocimientos técnicos y habilidad técnica con los otros países participantes en programas de cooperación técnica vinculados con el que se lleve a cabo de conformidad con el presente Acuerdo.

4. The Government of the Republic of Panamá will endeavor to make effective use of the results of technical projects carried on in Panamá in cooperation with the United States of America.

4. El Gobierno de la República de Panamá tratará de hacer uso efectivo de los resultados de los proyectos técnicos llevados a cabo en Panamá en cooperación con los Estados Unidos de América.

5. The two governments will, upon the request of either or them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

5. Los dos gobiernos, a solicitud de cualquiera de ellos, se consultarán con respecto a cualquier asunto relativo a la aplicación del presente Acuerdo a los acuerdos presentes heretofore o heredados o que en adelante se celebren entre ellos, o con respecto a las operaciones o arreglos efectuados en cumplimiento de esos acuerdos.

ARTICLE II*Information and Publicity*

1. The Government of the Republic of Panamá 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 of funds, materials, equipment, and services provided thereunder;
 - b. Information regarding technical assistance which has been or is being requested of other countries or of international organizations.
2. Not less frequently than once a year, the Governments of the United States of America and the Republic of Panamá will make public in their respective countries 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 of the United States of America and the Republic of Panamá will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

ARTICULO II*Información y Publicidad*

1. El Gobierno de la República de Panamá comunicará al Gobierno de los Estados Unidos de América en la forma y a intervalos que se convendrán mutuamente, lo siguiente:
 - a. Información relativa a los proyectos, programas, medidas y operaciones efectuadas de conformidad con este Acuerdo incluyendo un informe sobre el uso de los fondos, materiales, equipos y servicios estipulados más adelante;
 - b. Información relativa a la asistencia técnica que ha sido o es solicitada de otros países o de organismos internacionales.
2. Con frecuencia no menor de una vez al año, los Gobiernos de los Estados Unidos de América y la República de Panamá publicarán en sus respectivos países informes periódicos sobre los programas de cooperación técnica llevados a cabo de conformidad con este Acuerdo. Dichos informes contendrán la información relativa al uso de los fondos, materiales, equipos y servicios.
3. Los Gobiernos de los Estados Unidos de América y la República de Panamá tratarán de dar amplia publicidad a los objetivos y progreso del programa de cooperación técnica efectuado de conformidad con este Acuerdo.

ARTICLE III*Program and Project
Agreements***ARTICULO III***Acuerdos sobre Programa
y Proyectos*

1. The program and project agreements referred to in Article I, Paragraph 1 above will include numeral 1 del Artículo I que anticipa provisions relating to policies, administrative procedures, the disbursement of funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article II, Paragraph 1 above.

1. Los acuerdos sobre programa y acuerdos a que se refiere el numeral 1 del Artículo I que anticipa provisions relating to policies, administrative procedures, the disbursement of funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article II, Paragraph 1 above.

2: Any funds, materials and equipment introduced into Panamá by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

2. Cualesquiera fondos, materiales y equipos introducidos en Panamá por el Gobierno de los Estados Unidos de América en cumplimiento de estos acuerdos sobre programas y proyectos quedará exentos de impuestos, tasas, requisitos de inversión o depósito y de controles monetarios.

3. The Government of the Republic of Panamá agrees to bear a fair share of the cost of technical cooperation programs and projects.

3. El Gobierno de la República de Panamá se compromete a pagar una justa parte del costo del programa de cooperación técnica y de los proyectos.

ARTICLE IV*Personnel***ARTICULO IV***Personal*

All employees of the Government of the United States of America assigned to duties in Panamá in connection with cooperative programs and projects and accompanying members of their families

Todos los empleados del Gobierno de los Estados Unidos de América asignados a funciones en Panamá en relación con los programas de asistencia técnica cooperativa y con los proyectos, así como los miembros de sus

shall be exempt from all Panamanian income taxes and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, and from property taxes on personal property intended for their own use. Such employees and 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 Panamá for their own use, as is accorded by the Government of the Republic of Panamá to diplomatic personnel of the United States Embassy in Panamá.

familias que los acompañen, quedará exento en Panamá de todo impuesto sobre la renta y seguro social con respecto a los ingresos sobre los cuales están obligados a pagar impuestos sobre la renta y seguro social al Gobierno de los Estados Unidos de América, y de los impuestos sobre bienes en cuanto a la propiedad personal destinada a su propio uso. Dicha familia recibirá el mismo tratamiento en lo que respecta al pago de derechos de aduana e importación sobre los efectos personales, equipo y artículos importados a Panamá para su propio uso, tal como lo otorga el Gobierno de la República de Panamá al personal diplomático de la Embajada de los Estados Unidos de América en Panamá.

ARTICLE V

Entry into Force, Amendment, Duration

1. This Agreement shall enter into force on the day on which it is signed. 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.

1. Este Acuerdo entrará en vigor el día en que se firme. Permanecerá en vigor hasta tres meses después de la fecha en que cualquiera de los gobiernos dé aviso por escrito de su intención de poner fin al Acuerdo.

2. If, during the life of this Agreement, either government should consider that there should be an amendment thereto, it shall so notify the other government in writing and the two governments

2. Si durante la vigencia de este Acuerdo, alguno de los dos gobiernos considera que debe ser modificado, lo notificará así por escrito al otro gobierno y ambos gobiernos se consultarán entonces

ARTICULO V

Vigencia, modificaciones, duración

governments will thereupon con- con la mira de convenir en la sult with a view to agreeing modificación.
upon the amendment.

3. Subsidiary project and other 3. Los acuerdos sobre proyectos agreements and arrangements subsidiarios y otros acuerdos y which may be concluded may arreglos que se celebren pueden remain in force beyond any ter- continuar en vigor después de la mination of this Agreement, in rescisión de este Acuerdo, de con- accordance with such arrange- formidad con los arreglos que los ments as the two governments dos gobiernos efectúen. may make.

4. This Agreement is comple- 4. Este Acuerdo es complemen-
mentary to and does not supersede tario y no sustituye los acuerdos existing agreements between the existentes entre los dos gobiernos two governments except insofar salvo en aquello que en los otros as other agreements are incon- acuerdo sea incompatible con el sistent herewith. presente.

DONE in duplicate, in the English and Spanish languages, at y en Español, en Panamá hoy día Panamá, this thirtieth day of treinta de Diciembre de 1950. December, 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

[SEAL] MURRAY M. WISE

Murray M. Wise
Chargé d'Affaires, ad interim
Encargado de Negocios ad interim

FOR THE GOVERNMENT OF THE REPUBLIC OF PANAMA:
POR EL GOBIERNO DE LA REPUBLICA DE PANAMA:

[SEAL] CARLOS N. BRIN

Carlos N. Brin
Minister for Foreign Affairs
Ministro de Relaciones Exteriores

NICARAGUA

TECHNICAL COOPERATION

TIAS 2168
Dec. 23, 1950

Agreement signed at Managua December 23, 1950; entered into force December 23, 1950.

Point Four General Agreement for Technical Cooperation Between Nicaragua and the United States of America

The Government of the United States of America and the Government of Nicaragua.

Have agreed as follows:

Article I

Assistance and Cooperation

1. The Government of the United States of America and the Government of Nicaragua 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 development of the economic resources and productive capacities of Nicaragua. 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 duly designated representatives of Nicaragua and the Technical Cooperation Administration of the United States of America, or by other persons,

Convenio General Sobre el Punto Cuarto Para la Cooperación Técnica Entre Nicaragua y los Estados Unidos de América.

El Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua.

Han acordado lo siguiente:

Artículo I

Asistencia y Cooperación

1. El Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua disponen cooperar mutuamente en el intercambio de habilidades y conocimientos técnicos y en actividades relacionadas designadas para contribuir al desarrollo equilibrado e integrado de los recursos económicos y las capacidades productivas de Nicaragua. Programas y proyectos individuales de cooperación técnica se llevarán a cabo conforme a las disposiciones de aquellos convenios o arreglos escritos que se paradamente se puedan efectuar más tarde por los representantes debidamente designados de Nicaragua y la Administración de Cooperación Técnica de los Estados Unidos de América, ó entre

agencies, or organizations designated by the governments.

otras personas, agencias, u organizaciones designadas por los gobiernos.

2. The Government of Nicaragua through its duly designated representatives in cooperation with other duly designated representatives of the Technical Cooperation 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 Nicaragua.

2. El Gobierno de Nicaragua por medio de sus representantes debidamente designados en cooperación con representantes de la Administración de Cooperación Técnica, ó con otros representantes debidamente designados por los Estados Unidos de América, y con representantes de organizaciones internacionales apropiadas se esforzará para coordinar e integrar todos los programas de cooperación técnica que se verifican en Nicaragua.

3. The Government of Nicaragua will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

3. El Gobierno de Nicaragua cooperará en el mutuo intercambio de habilidades y conocimientos técnicos con otros países participantes en programas de cooperación técnica asociados con el que se verifique bajo este Convenio.

4. The Government of Nicaragua will endeavor to make effective use of the results of technical projects carried on in Nicaragua in cooperation with the United States of America.

4. El Gobierno de Nicaragua se esforzará para hacer uso efectivo de los resultados de proyectos técnicos verificados en Nicaragua en cooperación con los Estados Unidos de América.

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 project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

5. Los dos gobiernos consultarán, a solicitud de cualquiera de ellos, respecto a cualquier asunto relacionado con la aplicación de este Convenio a convenios de proyecto verificados anteriormente ó posteriormente entre ellos, ó con operaciones ó arreglos llevados a cabo conforme a tales convenios.

Article II

Information and Publicity

1. The Government of Nicaragua 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 of funds, materials, equipment, and services provided thereunder;
- b. Information regarding technical assistance which has been or is being requested of other countries or of international organizations.
2. Not less frequently than once a year the Governments of Nicaragua and of the United States of America will make public in their respective countries 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 of the United States of America and Nicaragua will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

Artículo II

Información y Publicidad

1. El Gobierno de Nicaragua comunicará al Gobierno de los Estados Unidos de América en una forma y a intervalos que serán mutuamente convenidos:

- a. Información respecto a proyectos, programas, medidas y operaciones verificados bajo este Convenio, incluyendo un relato del uso de los fondos, materiales, equipo, y servicios suministrados bajo este Convenio;
- b. Información respecto a ayuda técnica que se ha ó está siendo solicitada de otros países ó de organizaciones internacionales.
2. No menos que una vez al año los Gobiernos de Nicaragua y de los Estados Unidos de América publicarán en sus respectivos países informes periódicos sobre los programas de cooperación técnica verificados de acuerdo con este Convenio. Tales informes incluirán datos sobre el uso de fondos, materiales, equipo y servicios.
3. Los Gobiernos de los Estados Unidos de América y Nicaragua se esforzarán en dar amplia publicidad a los objetivos y el progreso del programa de cooperación técnica verificados bajo este Convenio.

Article III**Program and Project
Agreements****Artículo III****Convenios de Programa y de
Proyecto**

1. The program and project agreements referred to in Article I, Paragraph 1, above will include provisions relating to policies, administrative procedures, the disbursement of funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article II, Paragraph 1, above.

1. Los convenios de programa y de proyecto mencionados en el Artículo I, párrafo 1, anterior, incluirán disposiciones relativas a la política, los procedimientos administrativos, el gasto y la contribución de cada una de las partes para el costo del programa ó proyecto, y el suministro de información detallada de la naturaleza de lo establecido en el Artículo II, párrafo 1, anterior.

2. Any funds, materials and equipment introduced into Nicaragua by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

2. Cualesquier fondos, materiales, y equipos introducidos a Nicaragua por el Gobierno de los Estados Unidos de América de acuerdo con tales convenios de programa y de proyecto estarán exentos de impuestos, de cargos de servicio, de requisitos de inversión ó depósito, y de controles de cambio.

3. The Government of Nicaragua agrees to bear a fair share of the cost of technical cooperation programs and projects.

3. El Gobierno de Nicaragua conviene en asumir una parte justa del costo de los programas y proyectos de cooperación técnica.

Article IV**Personnel****Artículo IV****Personal**

All employees of the Government of the United States of America assigned to duties in Nicaragua in connection with cooperative technical assistance programs and projects and accompanying members of their families shall be exempt from all Nicaraguan income taxes and social

Todos los empleados del Gobierno de los Estados Unidos de América nombrados para ejercer cargos en Nicaragua en conexión con programas y proyectos cooperativos de ayuda técnica y los miembros de sus familias que les acompañan estarán exentos de todos los impuestos Nicaragüenses

security taxes with respect to sobre la renta y para seguridad 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. Such employees and 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 Nicaragua for their own use, as is accorded by the Government of Nicaragua to diplomatic personnel of the United States Embassy in Nicaragua.

sobre la renta social, con respecto a la cual están obligados a pagar impuestos al Gobierno de los Estados Unidos de América, y de impuestos sobre propiedad personal destinada para uso personal. Tales empleados y los miembros de sus familias que les acompañan recibirán, con respecto al pago de aduana y de importación sobre sus efectos personales, equipo y abastecimientos importados a Nicaragua para su propio uso, el mismo tratamiento que concede el Gobierno de Nicaragua al personal diplomático de la Embajada de los Estados Unidos en Nicaragua.

Article V**Entry into Force, Amendment, Duration****Artículo V****Entrada en Vigor, Enmiendas, Duración.**

1. This Agreement shall enter into force on the day on which it is signed. It shall remain in force until three months after either government shall have given notice in writing to the other of its intention to terminate the Agreement.

1. Este Convenio entrará en vigor el día en que se firme. Permanecerá en vigor hasta tres meses después de que uno de los dos gobiernos haya dado aviso por escrito al otro de la intención de terminar el Convenio.

2. If, during the life of this Agreement, either government should consider that there should be an amendment thereto, it shall notify the other government in writing and the two governments will thereupon consult with a view to agreeing upon the amendment.

2. Si durante la vigencia de este Convenio, uno de los gobiernos estimare conveniente hacerle alguna enmienda, deberá notificárselo al otro gobierno por escrito en tal sentido, y ambos gobiernos entonces se consultarán mutuamente con miras a un entendimiento sobre la enmienda.

3. Subsidiary project and other agreements and arrangements which may be concluded may

3. Convenios y arreglos subsidiarios de proyecto y de otra naturaleza que puedan ser sus-

remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two governments may make.

critos podrán permanecer en vigor posteriormente a cualquier terminación de este Convenio, de conformidad con aquellos arreglos que ambos gobiernos puedan verificar.

4. This Agreement is complementary to and does not supersede existing agreements between the two governments except insofar as other agreements are inconsistent herewith.

4. Este Convenio complementa y no suprime acuerdos existentes entre los dos gobiernos salvo hasta donde sean incompatibles con el mismo.

DONE in duplicate, in the English and Spanish languages, at Managua, Nicaragua, This 23rd. day of December, 1950.

Hecho en duplicado, en los idiomas inglés y español, en Managua, Nicaragua, este día 23 de Diciembre de 1950.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

P P WILLIAMS [SEAL]

Philip P. Williams, *Chargé d'Affaires a.i.*,

FOR THE GOVERNMENT OF NICARAGUA:
POR EL GOBIERNO DE NICARAGUA

OSCAR SEVILLA SACASA [SEAL]

Oscar Sevilla Sacasa

Ministro de Relaciones Exteriores.

ISRAEL EXCHANGE OF PUBLICATIONS

TIAS 2169 *Agreement effected by exchange of notes signed at Tel Aviv February 13
Feb. 13, 1950, and 19, 1950; entered into force February 19, 1950.*

The American Ambassador to the Israeli Minister for Foreign Affairs

AMERICAN EMBASSY

No. 2

Ramat Gan, Israel, February 13, 1950

EXCELLENCE:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Israel in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
 2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Israel shall be the Government Archives and Library.
 3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Israel Government by the Government Archives and Library, Hakirya, Israel.
 4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate places reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

JAMES G. McDONALD.

His Excellency

MOSHE SHARETT,

*Minister for Foreign Affairs,
Israel.*

Entry into force.

The Israeli Minister for Foreign Affairs to the American Ambassador

MINISTRY FOR FOREIGN AFFAIRS
HAKIRYA, ISRAEL

משרד החוץ
הקריה, ישראל

Fo/A/14511/62/80900

EXCELLENCY,

I have the honour to refer to your Note No. 2 dated February 13, 1950 and to the conversations between representatives of the Government of Israel and representatives of the Government of the United States of America in regard to the exchange of official publications and to inform you that the Government of Israel agrees that there shall be exchange of official publications between the two governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of sub-

sequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Israel shall be the Government Archives and Library.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Israel Government by the Government Archives and Library, Hakirya, Israel.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

The Government of Israel considers that your Note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this Note.

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

M. SHARETT

Moshe Sharett

19th February, 1950.

His Excellency

JAMES G. McDONALD,

*Ambassador of the United States of America,
Tel Aviv.*

THAILAND

ECONOMIC COOPERATION

Agreement, with Annex, and exchanges of notes, signed at Bangkok September 19, 1950; entered into force September 19, 1950. TIAS 2170
Sept. 19, 1950

ECONOMIC AND TECHNICAL COOPERATION

AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE UNITED STATES
OF AMERICA**

AND

THE GOVERNMENT OF THAILAND

Signed at Bangkok September 19, 1950

Effective September 19, 1950

**ECONOMIC AND TECHNICAL COOPERATION AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THAILAND**

Principles of Agreement.

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

Recognizing that individual liberty, free institutions and independence depend largely upon sound economic conditions and stable international economic relationships:

Considering that the Congress of the United States of America has enacted legislation enabling the United States of America to furnish assistance to the Government of Thailand in order that the Government of Thailand through its own individual efforts and through concerted effort with other countries or with the United Nations may achieve such objectives:

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America, the receipt of such assistance by the Government of Thailand and the measures which the two governments will take individually and together in furtherance of the above objectives:

Have agreed as follows:

Article I

Assistance and cooperation.

The Government of the United States of America will, subject to the terms and conditions prescribed by law and to arrangements provided for in this agreement, furnish the Government of Thailand such economic and technical assistance as may be requested by it and agreed to by the Government of the United States of America. The Government of the United States of America and the Government of Thailand will cooperate to assure that procurement under the Economic Cooperation Administration program will be at reasonable prices and on reasonable terms. Commodities or services furnished hereunder may be distributed within Thailand on terms and conditions mutually agreed upon between the Governments.

Article II

General undertakings.

In order to assure maximum benefits to the people of Thailand from the assistance to be furnished hereunder by the Government of

the United States of America, the Government of Thailand will use its best endeavors:

- A. To assure efficient and practical use of all resources available and to assure that the commodities and services obtained under this agreement are used only for purposes consistent therewith.
- B. To promote the economic development of Thailand on a sound basis and to achieve such objectives as may be agreed upon by the two governments.
- C. To assure the stability of its currency and the validity of its rate of exchange and generally to strengthen confidence in its internal financial stability.
- D. To take the measures which it deems appropriate, and to cooperate with other countries, to reduce barriers to international trade and to prevent, on the part of private or public enterprises, business practices or business arrangements which restrain competition or limit access to markets, whenever such practices or such arrangements hinder domestic or international trade.

Article III

The Government will, upon request of either of them, consult regarding any matter relating to the application of this agreement or operations thereunder. The Government of Thailand will provide detailed information necessary to carrying out the provisions of this agreement including a quarterly statement on the use of commodities, and services 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.

Consultation.

Information; quarterly statement.

Article IV

The Government of Thailand agree to receive a special technical and economic mission which will discharge the responsibilities of the Government of the United States of America under this agreement and upon appropriate notification from the Government of the United States of America will consider this special mission and its personnel as part of the Diplomatic Mission of the United States of America in Thailand for the purpose of enjoying the privileges and immunities accorded to that mission and its personnel of comparable rank. The Government of Thailand will further give full cooperation to the special mission including the provision of facilities necessary for observation and review of the carrying out of this agreement including the use of assistance furnished under it.

Special mission.

Article V

Effective date; duration.

1. This agreement shall take effect upon notification by the Government of Thailand to the Government of the United States of America that all necessary legal requirements in connection with the conclusion of this agreement by the Government of Thailand have been fulfilled.^[1] This agreement shall continue in force until a date agreed upon by the two governments or may be terminated three months after a written notification has been given by either of the two governments to the other.

Amendment.

2. This agreement may be amended at any time by agreement between the two governments.
3. The annex to this agreement forms an integral part thereof.
4. This agreement shall be registered with the Secretary-General of the United Nations.

IN witness thereof, the undersigned, duly authorized for the purposes, have affixed their respective signatures to the agreement.

DONE at Bangkok in duplicate, in the English and Thai languages, both texts authentic, this Nineteenth Day of September of the Nineteen hundred and fiftieth Year of the Christian Era, corresponding to the Two thousand four hundred and ninety-third Year of the Buddhist Era.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

[SEAL]

EDWIN F. STANTON
American Ambassador

FOR THE GOVERNMENT OF THAILAND

[SEAL]

P. PIBULSONGRAM
*President of the Council of Ministers
Acting Minister of Foreign Affairs*

¹ Sept. 19, 1950.

ANNEX

Section 1

1. The provisions of this section shall apply only with respect to assistance furnished on a grant basis.

2. Recognizing that the success of the assistance program will depend upon expenditures of local currency in addition to aid rendered by the Government of the United States of America, the Government of Thailand will establish a special account in the Bank of Thailand in the name of the Government of Thailand (hereinafter called special account) and will make deposits in local currency to this account as follows:

Special account.

A. The local currency accruing to the Government of Thailand from the sale of commodities or services supplied under this agreement, or otherwise accruing to the Government of Thailand as a result of the import of such commodities or services, shall be deposited upon receipt of such local currency.

B. If the amount deposited under subparagraph (A) does not equal an amount of local currency commensurate with the dollar value indicated in the notification of the commodities and services made available under this agreement, and appears insufficient for local currency expenditures incident to the assistance program as set forth in Article II of the agreement, the Government of Thailand shall, when requested by the Government of the United States of America, deposit additional amounts of local currency provided that the total deposits shall not exceed such commensurate value. The Government of Thailand may at any time make advance deposits in the special account which shall be applied against subsequent requests for deposits pursuant to this paragraph.

Ante, p. 916.

3. The Government of the United States of America will from time to time notify the Government of Thailand of its local currency requirements for administrative expenditures incident to the furnishing of assistance under this agreement and for expenditures incident to the furnishing of technical assistance, and the Government of Thailand will thereupon make such sums available out of any

balances in the special account in the manner requested by the Government of the United States of America in the notification.

4. The Government of Thailand will further make such sums of baht available out of any balances in the special account as may be necessary to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in Thailand to the consignee's designated point of delivery in Thailand of such commodities as are referred to in section four of this annex.

5. The Government of Thailand may draw upon any remaining balance in the special account for such purposes beneficial to Thailand and connected with the purposes of this agreement as may be agreed to from time to time by the Government of Thailand in consultation with the Government of the United States of America.

Section 2

The Government of Thailand will cooperate by facilitating transfer to the United States of America on reasonable terms, no less favorable than those provided to nationals of other countries, of materials in which the United States of America is actually or potentially deficient, giving due regard to the reasonable requirements of Thailand for the domestic use and commercial export of such materials.

Section 3

The Government of Thailand will permit and give full publicity to the objectives and progress of the program under this agreement and will make public each quarter full statements of operations hereunder including information as to the use of funds, commodities, and services received.

Section 4

The Governments will, upon request of either of them, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into, and the distribution in Thailand of commodities in furtherance of projects of relief, rehabilitation and reconstruction in Thailand, financed by such United States voluntary, non-profit agencies as may be approved by the two governments.

ความคิดเห็นว่าด้วยความร่วมมือทางเศรษฐกิจและทางเทคนิค

ระหว่าง

รัฐบาลแห่งสาธารณรัฐอเมริกากับรัฐบาลแห่งประเทศไทย

ลงนามกัน ณ กรุงเทพฯ วันที่ ๑๔ กันยายน ๒๕๓๑
ใช้ถึงแต่วันที่ ๑๔ กันยายน ๒๕๓๑

ความคุกคามว่าด้วยความร่วมมือทางเศรษฐกิจและทางเทคโนโลยี

ระหว่าง

รัฐบาลแห่งสาธารณรัฐอเมริกา กับ รัฐบาลแห่งประเทศไทย

.....

รัฐบาลแห่งสาธารณรัฐอเมริกา และ รัฐบาลแห่งประเทศไทย

ยอมรับยินดีอย่าง สำเร็จพิชชช์ สถาบันอันเสรี และความเป็นเอกราช ซึ่งอยู่เป็นส่วนใหญ่กับสภาพการณ์เศรษฐกิจ อันมั่นคงและเสถียรภาพแห่งสันติทั่วทางเศรษฐกิจระหว่างประเทศไทย

พิจารณาด้วยว่า รัฐบาลแห่งสาธารณรัฐอเมริกา ได้ทราบเห็นด้วยดี อย่างใดให้สาธารณรัฐอเมริกา ยินดีด้วยความช่วยเหลือแก่รัฐบาลแห่งประเทศไทย เพื่อให้รัฐบาลแห่งประเทศไทย ได้สมดุลทัศนคติ ประ沉积 ที่ก่อตัว นั้น โดยอาศัยความพยายามของคนไทย และความพยายามร่วมกับ ประเทศไทย ฯ หรือกับสหประชาชาติ

ประธานาธิบดีดังเชิงความเข้าใจอันว่าด้วยการ ดำเนินความช่วยเหลือของรัฐบาลแห่งสาธารณรัฐอเมริกา การรับความช่วยเหลือเพิ่มขึ้น โดยรัฐบาลแห่งประเทศไทย และกระบวนการ ซึ่งรัฐบาลทั้งสองจะได้ดำเนิน แท้จริงและร่วมกัน เพื่อต่อเสริม ภักดุประ沉积 ซึ่งเป็น

ให้คุกคามกันดังต่อไปนี้

ข้อ *

รัฐบาลแห่งสาธารณรัฐอเมริกา ภายใต้มังคบแห่งข้อตกลง และเงื่อนไขซึ่งระบุไว้ในกฎหมาย และภายใต้บังคับแห่งราศีข้อ กติกาดังนี้ จึงได้อ่านความช่วยเหลือทาง เศรษฐกิจและทางเทคโนโลยีแก่รัฐบาลแห่งประเทศไทย ตามที่รัฐบาลแห่งประเทศไทยจะขอร้องและรัฐบาลแห่งสาธารณรัฐอเมริกาจะคุกคาม

โดยอน รัฐบาลแห่งสหรัฐอเมริกาและรัฐบาลแห่งประเทศไทย
จะให้รัฐมนตรีในวันที่จะทำการจัดหาภาระให้ก้าหนนการของค่าการ
บริหารการร่วมมือทางเศรษฐกิจ (Economic Cooperation
Administration program) ได้เป็นไปในราคานี้เพียงแค่
และข้อกำหนดอันเหมาะสม โภคภัณฑ์และบริการที่จะอ่อน化ให้
ตามนี้ จะได้จากการไทยในประเทศไทย ภาระในข้อกำหนดและ
เงื่อนไขซึ่งจะได้คัดลอกกันระหว่างรัฐบาลทั้งสอง

ข้อ ๒

เพื่อที่จะให้เกิดความประโภชันอย่างมากที่สุดแก่ประเทศไทย
ของประเทศไทยจากความช่วยเหลือซึ่งรัฐบาลแห่งสหรัฐอเมริกาจะ
ได้อ่อน化ให้ตามนี้ รัฐบาลแห่งประเทศไทยจะได้ให้ความพูดยาน
ของตนอย่างดีที่สุดที่จะ

ก. ในมีการใช้ปั๊ร โยชน์อย่างมีประสิทธิภาพและถูก
วิธีปฏิบัติซึ่งบรรดาทรัพยากรที่มีอยู่ และให้โภคภัณฑ์และบริการซึ่งจะ^{จะ}
ให้ความความต้องการนี้ได้ถูกใช้ปั๊ร โยชน์แทบทุกประเภทตามความมุ่ง
หมายที่ต้อง

ก. ส่งเสริมวิธีการทางเศรษฐกิจของประเทศไทย
แบบญี่ปันมั่นคง และสนับสนุนภัยภัยประสงค์อันจะได้คัดลอกันระหว่าง
รัฐบาลทั้งสอง

ก. ในมีเต็มยศภาพแห่งเงินตราของตน และอัตราแลก
เปลี่ยนอันสมค่า และโดยทั่วไป ส่งเสริมให้มีความเชื่อมั่นในเศรษฐกิจ
ภาพแห่งการค้าสัมภាយในของตน

ก. จัดกระบวนการซึ่งคนเพื่อความเหมาะสม และรวมมือ^{กัน}
กับประเทศไทย ในการที่จะผลิตสิ่งกีดขวางของการค้าระหว่างประเทศไทย
และป้อมกันนี้ให้ชุรกิจ เอกชนหรือสาธารณะ ให้ใช้ปฏิบัติทางการค้า
หรือการจัดการทางการค้าซึ่งก้าก็การแข่งขันหรือจากกิจการ เช่น
กลาด ไม่มีวิธีปฏิบัติหรือการจัดการ เช่นวันนี้ขัดขวางของการค้า

ภายใต้รัฐบาลพระบาทสมเด็จพระปรมินทรมหาภูมิพลอดุลยเดช

१०

เมื่อไก่บ้าข้อจากฝ่ายใดฝ่ายหนึ่ง รัฐบาลทั้งสอง
จะปรึกษากันในเรื่องไก่เรื่องหนึ่ง เกี่ยวกับการใช้มันคับช่องความ
กล่องหรือการปฏิบัติความทุกข์ของนี้ รัฐบาลแห่งประเทศไทย
จะจัดทำข้อความละเมียดวันน้ำเมืองเพื่อการปฏิบัติความบหง่วน
คงนี้ รวมทั้งคำเตือนรายตามเดือนเกี่ยวกับการป้องปะไว้ให้
จากโภคภัยและบริการซึ่งได้รับมาตามนี้ และขอความอ่อน ๆ อัน
เกี่ยวน้ำดื่มน้ำ ซึ่งรัฐบาลแห่งสหราชอาณาจักรคัดการ เพื่อ
ก้าวยกฤาภาพและช่วยเบิกฟ์แห่งการปฏิบัติความทุกข์นี้ และ
เพื่อประมานดูประสิทธิภาพแห่งความช่วยเหลือที่ได้รับมาอย่างมาก
จะอยู่นานวัยให้

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รัฐบาลแห่งประเทศไทยก็คงจะอนุรักษ์เจ้าหน้าที่
พิเศษทางเทคโนโลยีและเพื่อรักษา ซึ่งจะให้ปฏิบัติการกิจกรรมด้านนวัตกรรม
รัฐบาลแห่งสหราชอาณาจักรเมืองลอนดอนนี้ แต่ เมื่อไหร่การแข่งขันที่
ถูกต้องจากรัฐบาลแห่งสหราชอาณาจักร จะถือว่าขาดเจ้าหน้าที่ฝ่ายเหนือ
และบุคคลของตน เป็นส่วนหนึ่งของคุณเจ้าหน้าที่ฝ่ายการทูตของ
สหราชอาณาจักรในประเทศไทย เพื่อให้ได้รับประโยชน์เด็กที่ดีและความ
รุ่มเรืองที่ได้ให้แก่ตนเจ้าหน้าที่ฝ่ายการทูตและบุคคลของตนนี้
ดำเนินการเพื่อท่านนั้น นอกจากนี้ รัฐบาลแห่งประเทศไทยจะได้
ให้ความร่วมมืออย่างเต็มที่แก่ตนเจ้าหน้าที่ฝ่าย รวมทั้งให้ความ
สะดวกที่มากเป็น เนื่องจากเทคโนโลยีและเครื่องจักรชั้นนำ ความต้องการ
ตลอดจนการใช้ประโยชน์ความช่วยเหลือที่ได้ให้ภายใต้ความหลังนี้

۱۰

๔) ความคิดลงนี้จะมีผลบังคับใช้ในเมืองรัฐบาลแห่งประเทศไทยแต่จังหวัดรัฐบาลแห่งสหรัฐจะประกาศทราบว่า บรรดาการดำเนินงานทางกฎหมายที่เกี่ยวกับการท้าความคิดลงนี้ รัฐบาล

แห่งประเทศไทยได้ปฏิบัติการด้านแล้ว ความตกลงนี้จะใช้มังคบ
ก่อไปจนถึงกำหนดที่คอกลงมันจะห่วงรัฐบาลทั้งสอง หรืออาจ
สั่นสุดลงสามเดือนมาถึงหลังที่มีการแจ้งเป็นลายลักษณ์อักษรจาก
รัฐบาลฝ่ายหนึ่งต่อรัฐบาลอีกฝ่ายหนึ่ง

๒) ความตกลงนี้จะแก้ไขในเวลาหนึ่งเวลาได้โดย
ให้ความตกลงมันจะห่วงรัฐบาลทั้งสอง

๓) ภาคผนวกแห่งความตกลงนี้ประกอบเป็นส่วนรวม
ของความตกลงนี้

๔) ความตกลงนี้จะได้ยกเว้นไว้กับเชิงการ
แห่งศูนย์ประชุมชาติ

เพื่อเป็นพะยานแก่การนี้ ผู้ลงนามข้างต้นบัญชีได้
รับอนุญาตโดยถูกต้องเพื่อการนี้ ให้ลงนามของตนแทนตัวฝ่าย
ไว้เป็นสำคัญ

ท่าที่กรุงเทพฯ วันที่เป็นสอดคล้องกับวันลงนาม
อังกฤษและภาษาไทย คือวันที่หั้งสองไว้เป็นทัน្ហีบันไดเท่ากัน
ณ วันที่ สิน เก้า ภัณฑ์ ยาน พิสิษฐ์ศักราช พัน เก้า อ้อ หยาสิน
ทรงกับ ทุหะศักราช สองพันสี่ร้อยเก้าสิบสาม

ฝ่ายรัฐบาลแห่งประเทศไทย

[SEAL]



เอกอัครราชทูตอเมริกัน

ฝ่ายรัฐบาลแห่งประเทศไทย

[SEAL]

บ. ๗ บล. ๙ บ.

๖
นายกรัฐมนตรี

รัฐมนตรีว่าการกระทรวงการค้าไทย

ภาคผนวก

๒๙

๑. บรรดาบทแห่งข้อตกลงนี้ให้ใช้บังคับแท้ด้วยภาษาในส่วนที่เกี่ยวกับความช่วยเหลือที่ได้รับนวยไปแล้วและเป็นการให้

๒. โดยที่ยอมรับว่าความสามัค个城市ของโครงการช่วยเหลือนี้ขึ้นอยู่กับค่าใช้จ่ายที่เป็นเงินตราห้องที่นอกเหนือไปจากความช่วยเหลือซึ่งรัฐบาลแห่งสหรัฐอเมริกาจะได้ให้ รัฐบาลแห่งประเทศไทยจะได้เบิกบัญชีพิเศษ ณ ธนาคารแห่งประเทศไทยในนามของรัฐบาลแห่งประเทศไทย (ซึ่งก่อในปัจจุบันเรียกว่า บัญชีพิเศษ) และจะได้นำเงินตราห้องที่เข้าบัญชีนี้คงค้างไปเป็น

๓. ในว่าเงินตราห้องที่ให้รัฐบาลแห่งประเทศไทย

ได้รับจากการขายโภภัณฑ์หรือบริการที่ได้ให้ความคุ้มครองแก่ หรือเงินตราห้องที่ให้รัฐบาลแห่งประเทศไทยได้รับโดยประการอื่น อันเป็นผลเนื่องมาจากการนำโภภัณฑ์หรือบริการเข้ามาใช้ในประเทศไทย เช่นบัญชีภายในห้องที่ได้รับเงินตราห้องที่เข้ามาไว้

๔. ถ้าจำนวนเงินที่ได้นำเข้าบัญชีความavarok ก. ใน เท่าเทียมกับจำนวนเงินตราห้องที่เมืองสมศานหรับค่าซึ่งอิงคอลลาร์ตามที่ได้ระบุไว้ในค่างจัดการให้โภภัณฑ์และบริการความคุ้มครองนี้ และปรากฏว่าไม่เพียงพอค่าใช้จ่าย เป็นเงินตราห้องที่อันเกี่ยวเนื่องกับโครงการช่วยเหลือความที่ระบุไว้ในข้อ ๒ แห่งข้อตกลง เมื่อได้รับคำขอร้องจากรัฐบาลแห่งสหรัฐอเมริกา

รัฐบาลแห่งประเทศไทยจะได้นำจานวนเงินตรา
ทองที่เพิ่มเติบโตเข้ามายังสี โดยมีเงื่อนไขว่า จานวน
เงินที่นำเข้ามายังสีหังหนึ่งครั้ง ไม่เกินกว่าค่าอัตราเมือง
สมที่ก่อตัวแล้ว ไม่ว่าในขณะใด รัฐบาลแห่งประเทศไทย
ไทยอาจจะนำเงินเข้ามายังสีเพื่อคล่องหนาชีวะที่ดด
กับความต้องการที่นำเงินเข้ามายังสีจะมีมากยัง
ความต้องการนี้

๓. รัฐบาลแห่งสาธารณรัฐอเมริกาจะได้แจ้งให้รัฐบาลแห่ง^๔
ประเทศไทยทราบเป็นรั้งทราบ ถึงความต้องการ เงินตราท้องที่
เพื่อเป็นค่าใช้จ่ายในการดำเนินงานเดียวกับการให้ความช่วยเหลือ
ตามความตกลงนี้ และเพื่อเป็นค่าใช้จ่ายอันเกี่ยวเนื่องกับการให้
ความช่วยเหลือทางเทคนิค และรัฐบาลแห่งประเทศไทยจะได้จ่าย
เงินที่มีเหลืออยู่ในบัญชีพิเศษตามที่รัฐบาลแห่งสาธารณรัฐอเมริกาจะได้
ขอร้องมา ไม่ต้องแจ้ง

๔. รัฐบาลแห่งประเทศไทยจะจ่ายจานวนเงินบาท
ที่มีเหลืออยู่ในบัญชีพิเศษเท่าที่อาจเป็นส่วนบุคคล ใช้จ่าย (รวมทั้งค่า
ธรรมเนียมท่าเรือ ค่าเบินสิบของในคลังสินค้า ค่าจัดซื้อและค่า
ใช้จ่ายอื่น ๆ ที่มีลักษณะเดียวกัน) ในการช่วยเหลือที่เข้าประเทศไทย
ไทยจนถึงจุดที่สามารถให้แก่ตนในประเทศไทย ซึ่งบรรดาใหญ่กัตต์
ที่จะต้องดำเนินข้อ ๔ แห่งภาคบันทึกนี้

๕. รัฐบาลแห่งประเทศไทยจะจัดตั้งกองทัพและหน่วยที่มีเหลือ^๕
อยู่ในบัญชีพิเศษเพื่อตักแตงประเทศไทยที่เป็นดุลเด็กประเทศไทย และที่
เก็บข้อมูลวัสดุภาระสังคช่องความตกลงนี้ ตามแก้รัฐบาลแห่งประเทศไทย
ไทยจะได้ก่อสร้างเป็นครั้งคราว โดยปรึกษาหารือกับรัฐบาลแห่ง^๖
สาธารณรัฐอเมริกา

ข้อ ๖

รัฐบาลแห่งประเทศไทยได้ร่วมมือให้ความสำคัญ
ในการใบอนุสหัตติเมืองรากาดกานขอกาหนดที่เหมาะสม และที่ไม่
พึงเป็นไปกว่าซื้อกาหนดที่ได้ให้แก่รัฐบาลไทยใน ๗ ชั่วโมงอัน
อาจรู้จอมีภารกิจภารกิจแล้วเสร็จอย่างรวดเร็วโดยไม่เสียเวลา
ทั้งนี้โดยคำนึงถึงความต้องการยังคงความสงบของประเทศไทย
สำหรับการใช้ภายในประเทศไทย และการลงวัสดุเหล่านี้ออกนอก
ประเทศไทยตามวิธีทางการค้า

ข้อ ๗

รัฐบาลแห่งประเทศไทยได้อุทิ�กและตัดให้มีการ
ไม่เลือกบ้างเต็มที่ ซึ่งบรรดาศักดิ์ประดิษฐ์ และความศักดิ์เสนาของ
ภารกิจภารกิจที่ความตกลงนี้ และจะได้ก่อให้เกิดความเสียหายบ้างกรนด้วน
ให้ประชาชนทุกๆ สามเดือนเดือนแรกของการปฏิบัติภารกิจ รวม
ทั้งข้อความเกี่ยวกับการใบอนุสหัตติ ไม่ควรจะมีระบบการห้ามได้รับมาก

ข้อ ๘

ในเมืองได้รับภาระร้องจากรัฐบาลฝ่ายหนึ่ง รัฐบาล
อีกฝ่ายหนึ่งจะได้เจรจาทำความตกลง (รวมทั้งกำหนดการประชุมบิ
ยกเงินภาษีภัยให้ประเทศไทยที่เหมาะสม) เพื่อวันนับความสำคัญ
การนำเข้า การแยกขายในประเทศไทย ซึ่งบรรดาศักดิ์ประดิษฐ์ เพื่อ
ดังเดิมในร่องการดูแลและบูรณะในประเทศไทย ซึ่ง
สนับสนุนภารกิจและไม่แสวงหากำไรในสหรัฐอันรัฐบาลทั้งสองจะ
ได้ให้ความเห็นชอบเมื่อผู้อุดหนุนค่าใช้จ่าย.

The American Ambassador to the Thai President of the Council of Ministers and Acting Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 163

EXCELLENCY:

With reference to the Economic and Technical Cooperation Agreement between the Government of the United States of America and the Government of Thailand signed this day, I have the honor to confirm the understanding arrived at in regard to the interpretation of Article II (D) of the above-mentioned Agreement as follows:

Ante, p. 916.

1. The provisions of Article II (D) of the above stated Agreement shall not be deemed to affect, in any way, the Government of Thailand's full discretion to consider, to adopt or not adopt, any measure related to the objectives stated therein.
2. Furthermore the provisions of the said Article do not in any way limit the right of the Government of Thailand to determine customs' tariffs or the laws and regulations pertaining to trade organizations or enterprises which are being operated under the supervisory control of the Government of Thailand.

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

EDWIN F. STANTON

His Excellency

Field Marshall P. PIBULSONGGRAM,
*President of the Council of Ministers and
Acting Minister of Foreign Affairs,
Bangkok.*

The Thai President of the Council of Ministers and Acting Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS,
SARANROM PALACE,
19th September, 1950.

MONSIEUR L'AMBASSADEUR,

With reference to the Economic and Technical Cooperation Agreement between the Government of Thailand and the Government of

the United States of America, signed this day, I have the honour to confirm the agreement arrived at in regard to the interpretation of the Article II (D) of the above-mentioned Agreement as follows:-

1. The provisions of Article II (D) of the above stated Agreement shall not be deemed to affect, in any way, the Thai Government's full discretion to consider, to adopt, or not to adopt, any measure relating to the objectives stated therein.

2. Furthermore, the provisions of the said Article do not in any way limit the right of the Thai Government to determine customs' tariffs or the laws and regulations pertaining to trade organizations or enterprises which are being operated under the supervisory control of the Thai Government.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurance of my highest consideration.

P. PIBULSONGRAM

*President of the Council of Ministers
Acting Minister of Foreign Affairs.*

His Excellency

Monsieur EDWIN F. STANTON,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bangkok*

*The American Ambassador to the Thai President of the Council of
Ministers and Acting Minister of Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 164

Bangkok, September 19, 1950.

EXCELLENCY:

With reference to the Economic and Technical Cooperation Agreement between the Government of the United States of America and the Government of Thailand signed this day, I have the honor to confirm the understanding arrived at in regard to the interpretation of Section 1, Paragraph 2(B) of the Annex of the above-mentioned Agreement as follows:

It is the understanding of the Government of the United States of America and the Government of Thailand that in determining

"the commensurate value in baht of commodities and services made available by the Government of the United States of America under this Agreement, the open market rate of exchange for commercial transactions obtaining at the time of delivery in Thailand, as certified by the Bank of Thailand, will be used.

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

EDWIN F. STANTON

His Excellency

Field Marshal P. PIBULSONGRAM,
*President of the Council of Ministers and
Acting Minister of Foreign Affairs,
Bangkok.*

The Thai President of the Council of Ministers and Acting Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS,
SARANROM PALACE,
19th September, 1950.

MONSIEUR L'AMBASSADEUR,

With reference to the Economic and Technical Cooperation Agreement between the Government of Thailand and the Government of the United States of America, signed this day, I have the honour to confirm the agreement arrived at in regard to the interpretation of Section 1, Paragraph 2(B) of the Annex to the above-mentioned Agreement as follows:-

In respect to Section 1, Paragraph 2(B) of the Annex to the Economic and Technical Cooperation Agreement, it is the understanding of the Governments of Thailand and the United States of America that in determining the commensurate value in Baht of commodities and services made available by the Government of the United States of America under this Agreement, the open market rate of exchange for commercial transactions obtaining at the time of delivery in Thailand, as certified by the Bank of Thailand, will be used.

Ante, p. 919.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurance of my highest consideration.

P. PIBULSONGRAM
*President of the Council of Ministers
Acting Minister of Foreign Affairs.*

His Excellency

Monsieur EDWIN F. STANTON,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bangkok.*

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